

General Terms and Conditions for the use of the Red Dot 21 portal

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1. General information, usage, conclusion of the contract

1.1 By registering with Red Dot GmbH & Co.KG (hereinafter: "Red Dot") for Red Dot 21 as a company, freelancer, individual or university (hereinafter referred to as "user") the user accepts the following General Terms and Conditions for the usage of Red Dot 21.

1.2 Red Dot operates the Red Dot 21 portal under various top level domains (com, de, org, net, info, at, biz, cc, eu, ws), as well as under various sub-domains and aliases of these domains. All websites on which Red Dot offers services will be referred to collectively in the following as Red Dot 21 or www.red-dot-21.com.

The user enters into a contract governing the use of Red Dot 21 with Red Dot GmbH & Co. KG, Gelsenkirchener Str. 181, 45309 Essen, Germany.

Additional contact data, details of the commercial register entry, as well as the name of a person authorised to represent Red Dot can be found in the legal site notice on www.red-dot-21.com.

These General Terms and Conditions can be called up, printed and downloaded or saved by the user at any time by going to www.red-dot-21.com. They can also be requested by email at info@red-dot-21.com.

1.3 By completing the registration process, the user submits an offer to enter into a contract governing the usage of the Red Dot 21 portal. By activating the user account, Red Dot accepts this offer. The contract is only concluded through this activation (acceptance).

1.4 Duties to provide information pursuant to Secs. 312 i, j BGB ["Bürgerliches Gesetzbuch": German Civil Code] as well as Art. 246 c EGBGB ["Einführungsgesetz zum Bürgerlichen Gesetzbuch": Introductory Act to the German Civil Code]:

Before the last stage of completing the registration process, the user has the possibility to check the data entered once again and to make corrections or cancel the process. After completion of the registration process, the customer receives (in addition to activation) a confirmation e-mail to the email address specified that contains all of the main contract data (including these General Terms and Conditions). This allows the user to make his/her own copy in reproducible form.

Red Dot stores the contract data for a period of 10 months (after the end of the contract). The user can request this data free of charge at any time from service@red-dot-21.com.

[The contract language is German. Translations into other languages are for information purposes only.]

2. Purpose of the service provided, payment, invoicing

We are currently preparing an extensive relaunch of Red Dot 21. In February 2017, we will be getting in touch with an offer that contains lots of new and improved options for you. Contracts already concluded will remain valid initially until 28 February 2017. After that date, there is a possibility to change the contract to one of the new membership models. Red Dot will present these new models to its contractual partners separately in an e-mail in February 2017.

2.1 Red Dot merely offers the user a platform to allow him or her to present himself or herself. For this purpose, Red Dot only provides those technical options that allow for general settings and electronic communication. As a matter of principle, Red Dot only becomes involved with the contents presented at an editorial level and where interventions are concerned.

3. Registration, warranties at registration

3.1 Registration by the user is required before use of Red Dot 21.

3.2 The user undertakes and declares that all information provided at registration is true and complete. The user is obliged to inform Red Dot immediately of any changes to the user data.

3.3 Every user may only create one account.

3.4 The user undertakes to keep secret the password selected at registration and not to communicate it to third parties.

3.5 The user account cannot be transferred without the express prior consent of Red Dot.

4. Usage rights, granting of rights, exemption

4.1 The user confirms ownership of all usage and exploitation rights governing the usage on Red Dot 21 of contents supplied to Red Dot 21 (in particular, but not exclusively, texts, images etc.), including the granting of rights listed under paragraph 4.2 in favour of Red Dot.

4.2 By transferring contents to Red Dot for Red Dot 21, the user grants Red Dot the non-exclusive, but irrevocable, transferable, sub-licensable and royalty-free usage and exploitation rights without any restriction on content, location and time. This includes in particular (but not exclusively) the right for Red Dot to post contents posted by the user within the scope of other Red Dot projects and also to use them for, in particular, the promotion of the user's page on Red Dot 21.

4.3 The user releases Red Dot from all claims by third parties, which these claim from Red Dot based on the contents posted by the user on Red Dot 21 and on the rights pertaining to these contents including violation of rights through these contents (including in the context of their use by Red Dot outside of Red Dot 21 according to paragraph 4.2). The user agrees to assume all costs that Red Dot may incur due to the violation of the rights of third parties. This includes appropriate legal defence costs. All further rights including damage claims by Red Dot are not affected. The user has the right to prove that Red Dot has in fact incurred lesser costs.

5. User identity, rights governing changes and (temporary) deactivation of the user's contents

5.1 Red Dot cannot technically with any certainty ascertain whether a user registered on Red Dot 21 or presented there is indeed the (natural and legal) person the user claims to be. Red Dot therefore accepts no responsibility for the actual identity of a user. Every user must therefore ascertain the identity of another user him- or herself.

5.2 Red Dot shall be entitled (but not obligated) to take a user's presence offline or deactivate it – in addition to the instances covered under paragraph 6.3 – if third parties assert their rights to contents and/or products/processes posted by the user. The deactivation can last until a legally binding court ruling has been obtained or another settlement has been reached by the parties in dispute (users and third parties) and is confirmed in writing. Red Dot shall not levy any fees on the user for the duration of the deactivation/offline status in accordance with this paragraph 5.2. For this period of time, Red Dot will refund the pro rata amount of any monies already paid by the user and for the proportion of the blocked/offline content of the potential overall presentation. Potential claims for compensation (in particular claims for damages) by the user against Red Dot due to such a deactivation/taking contents offline are excluded.

5.3 Red Dot has the right to make editorial and content-related changes to the web presence, in particular if it does not comply with the quality requirements of Red Dot 21 relating to spelling and language usage or if the user's posting (or the presentation of the products) is of too promotional a nature. Red Dot will not undertake such a change online without prior agreement with the user.

5.4 Until such an agreement has been reached, however, Red Dot has the right to take the user profile, individual products presented or the disputed sections offline. Reimbursement of potentially paid fees for reasons of deactivation shall be governed by paragraph 5.2.

5.5 The regulations under paragraphs 5.2 and 5.3 are also valid if several users wish to present the same product. Unless the users can agree amongst themselves, Red Dot will, in such a case, obtain an agreement concerning the presentation of the product. Until such an agreement has been reached (by the parties amongst themselves or through mediation by Red Dot), Red Dot retains the right to take the presentation of the product offline, with the reimbursement consequences set out in under paragraph 5.2.

6. Obligations of the user

6.1 The user is bound to,

- provide only truthful and not misleading information in his profile,
- comply with all applicable regulations, moral standards and rights of third parties when using the contents and services on Red Dot 21.

The user is in particularly prohibited from,

- employing insulting or defamatory contents, irrespective of whether these contents concern other users, Red Dot employees or other parties or companies,
- employing pornographic or violence-glorifying contents or contents in contravention of the German Youth Protection Act or moral standards or to promote, offer or sell products that are pornographic or violence-glorifying or that violate the German Youth Protection Act or moral standards,
- bothering other users unreasonably (cf. § 7 German law against unfair competition (UWG)),
- employing legally protected contents (e.g. those protected by copyright, trademark protection, patent protection, registered design and utility patents) without being entitled to do so,
- carrying out or promoting anti-competitive activities.

6.2 The user is prohibited from carrying out any activity whose purpose it is to damage the functionality of Red Dot 21.

6.3 Red Dot can remove or block all contents and information posted on Red Dot 21 if Red Dot is of the opinion that these contravene these General Terms and Conditions or the regulations listed here.

6.4 The user is responsible for his/her application, its content and any use thereof on Red Dot 21. He/She will comply with all respective legal requirements, in particular data protection regulations.

7. Reserved right to amendments

Red Dot reserves the right to change the services offered on Red Dot 21 or to offer different services. If this is unacceptable to the user, he/she can terminate his "Membership" or "Premium Membership" without prior notice within a period of four (4) weeks after the change in services has been publicised by Red Dot to the customer. His/her payment obligation is cancelled upon receipt of the termination (Red Dot will reimburse any monies already paid by the customer for the period beginning with the date of notification).

8. Duration, termination of the contract, reimbursement of advance payments

8.1 The user is free to cancel his complementary membership at any time without citing any reasons. The cancellation can be carried out using the contact form found on Red Dot 21. Upon cancellation, the user name and the e-mail address registered at Red Dot 21 by the user must be given.

8.2 "Membership" or "Premium Membership" initially runs for the duration of the user's booked minimum usage period. If no extension is booked, access to the user account and all related sub-accounts is blocked. In this case it is no longer possible to change the content. The account cannot be activated until "Membership" or "Premium Membership" is booked again.

The regulations under paragraph 8.2 shall not affect the right of both parties to terminate the service where good cause exists to do so. The mutual obligations with regard to the "Membership for winners" for laureates of the Red Dot Award: Product Design come into effect on 1 April of the year of the competition and end on 30 June of the following year. The relevant legal relationship is extended by a period of fifteen months if it was not terminated by one of the parties by giving notice by 30 June. That date refers to the day on which the recipient receives the termination. The termination must be made in writing.

The "Membership for winners" for laureates of the Red Dot Award: Communication Design is valid for one year from publication. However, for a fee, by booking a "Membership" or "Premium Membership", winners may retain an active account with editing rights.

8.3 Good causes for the immediate termination of the contract (without prior notice) by Red Dot consist in particular (but not exclusively) of the following events:

- non-compliance with statutory regulations by the user,
- infringement of his/her contractual obligations by the user,
- the reputation of Red Dot 21 is significantly compromised by the user's presence (e.g. if it becomes apparent after the user's registration that the user has been legally convicted of an intentional criminal offence by a court of law and that this conviction is known to other users; equally a violation of the ban on child labour etc. gives Red Dot the right to terminate the contract);
- the user promotes associations or organisations – or their methods or activities that are being monitored by security or child protection agencies;
- the user harms one or several other users.

8.4 Where good cause exists according to paragraph 8.3, Red Dot can also impose the following sanctions on the user, independently of a termination of the contract in accordance with paragraph 8.3;

- deletion of contents posted by the user,
- issue of a warning or
- blocking of access to the services of the Red Dot websites.

8.5 In the following cases the right of the user to a refund on advance payments of fees are excluded:

- Red Dot terminates the contract in accordance with paragraph 8.3 where good cause exists,
- Red Dot blocks access for the user in accordance with paragraph 8.4 or
- the user terminates the contract; however the right of the user to a refund of monies paid in advance is not excluded if the user terminates the agreement for good cause for which Red Dot is responsible.

9. Responsibility for user contents, user data and/or information

9.1 Red Dot accepts no liability for contents, data and/or information supplied by users of Red Dot 21, nor for contents on external websites that can be reached by means of links available on Red Dot 21. Red Dot especially does not guarantee that such contents are true or accurate, nor that they fulfil or serve any particular purpose.

9.2 Users who notice illegal use of Red Dot 21 or usage that is contrary to the contractual agreement (including the use of pseudonyms or false identities) can report these with the help of the contact form found under www.red-dot-21.com.

10. Customer service/support

The customer service/support by Red Dot for Red Dot 21 is available for customers via the contact form found under www.red-dot-21.com.

11. Red Dot liabilities

Claims for damages – regardless of their legal grounds – against Red Dot (including its vicarious agents) shall be excluded. This does not apply in the case of deliberate or grossly negligent acts on the part Red Dot (including its vicarious agents), in the case of fatalities, physical injuries or damage to health, nor in the case of a slightly negligent breach of material contractual duties (cardinal duties). A cardinal duty is an obligation in which the user can trust and whose fulfilment is a prerequisite for the proper fulfilment of the contract in the first place. In the case of the slightly negligent breach of such a cardinal duty, claims for damages shall be limited to the amount of typical, foreseeable damages. Rights to material damage claims according to German product liability law shall remain unaffected.

The aforementioned exclusions and restrictions shall not apply in the event of Red Dot assuming explicit guarantees, as well as in the case of claims based on the absence of any promised feature.

12. General exemption

12.1 The user indemnifies Red Dot from all claims, including claims for damages, which other users or third parties assert against Red Dot due to infringement of their rights through content posted by the user on Red Dot 21. The user furthermore exempts Red Dot from all claims, including claims for damages, which other users or third parties assert against Red Dot due to infringement of their rights through the use of Red Dot 21 by the user. The user shall assume all reasonable costs incurred by Red Dot due to the infringement of third-party rights including all reasonable

legal defence costs. All further rights and claims for damages by Red Dot shall remain unaffected. The user has the right to prove that Red Dot effectively incurred lower costs.

12.2 The above-mentioned rights of the user shall not apply if the user cannot be held accountable for the rights infringement in question.

12.3 If contents of the user infringe the rights of third parties, the user will, upon request by Red Dot, obtain the rights for the use of the contents for Red Dot at his or her own expense or will configure the contents in such a way that they are free of trademark rights. If the use of Red Dot 21 by the user infringes the rights of third parties the user will, upon request by Red Dot, immediately cease use that is in breach of the contract and/or illegal. In addition, Red Dot retains the right to delete contents in accordance with paragraphs 5 and 6.3.

13. Data protection

Red Dot shall respect all relevant data protection regulations. Red Dot shall not pass on personal data of site user's to third parties without prior consent or otherwise make third parties aware of it. Details concerning the processing of user data are regulated by the data protection rules of Red Dot, which can be found under www.red-dot-21.com.

14. Concluding provisions

14.1 Red Dot retains the right to amend these General Terms and Conditions at any time without giving specific reasons in a manner that is reasonably acceptable to the user. Red Dot will inform the user of changes to the General Terms and Conditions in a timely manner. Unless the user objects to the validity of the new General Terms and Conditions within four (4) weeks of notification, the amended General Terms and Conditions shall be deemed to have been accepted by the user. Red Dot shall make the user aware of his or her right to object and of the significance of the objection deadline in said notice. Should the user object to the new General Terms and Conditions Red Dot has the right to terminate the contract without prior notice and to delete all the contents posted by the user. Red Dot will refund any monies paid in advance pro rata for the period not "used".

14.2 Unless something to the contrary has been agreed, the user may supply all declarations to Red Dot via email using the contact form found under www.red-dot-21.com or can submit them to Red Dot by fax or post. Red Dot can transmit declarations concerning the user via email or by fax or letter to the addresses supplied by the user as current contact details on his or her user account.

14.3 Should any of the provision of these General Terms and Conditions be or become ineffective, this shall not affect the validity of the remaining provisions.

14.4 The place of fulfilment is the head office of Red Dot.

14.5 The sole court of jurisdiction shall be the location of the head office of Red Dot if the user is a commercial trader, legal entity under public law or is public special property (cf Sec. 38 par 1 German Civil Procedure Act) or if the user has no place of general jurisdiction in Germany. Red Dot also has the right to file claims against the user at his or her head office and/or domicile.

14.6 The legal relationship shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict rules of private international law, especially the "Rome I" Regulation.