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The Red Dot 21 design portal – General Terms and Conditions for manufacturers, designers, design studios and publishers

1. General and the conclusion of the contract

1.1

Red Dot GmbH & Co. KG (hereinafter "Red Dot") operates the website named Red Dot 21 (www.red-dot-21.com).

1.2

By registering as a manufacturer, designer, design studio or publisher (hereinafter "company") with Red Dot 21, the company accepts the following General Terms and Conditions for the use of Red Dot 21 and, through this, makes an offer to conclude a contract with Red Dot. The individual services of Red Dot are described in Section 3.

1.3

The company shall receive a confirmatory mail at the e-mail address specified by itself (that has been verified earlier), which shall inform it of the conclusion of the contract and of its contents (including these General Terms and Conditions). Through this, the company shall automatically get the status of a free of cost membership named "Free Account", also see Point 3.3.

The contract data shall be stored. The company can request this data at any time at service@red-dot-21.com. English and German are the languages available for the registration process.

1.4

By logging in to the user account, the company can make use of the services of Red Dot 21, it can upgrade its membership status by paying a fee and/or book further optional services additionally, see Points 3.4 and 3.5 as well as the current price list under "Memberships & Prices".

Red Dot shall check the profile of the company that has been created and/or its product presentation and reserves the right to demand improvements or to refuse publication. A reason for this could be inadequate quality of the design of the products displayed, legal considerations such as e.g. the infringement of intellectual or industrial property rights of third parties or even descriptions that do not meet the minimum requirements with regard to information, style and spellings (see also Point 5.3). In such a case, Red Dot shall however contact the company and explain the reasons.

1.5

The company's profile and/or the product shall only be published when the entry has been approved by Red Dot. The company shall immediately be informed of the publication.



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2. Registration and warranties at registration

2.1

Before the utilisation of Red Dot 21, the company must register itself.

2.2

The company confirms that all the information provided at the time of registration is correct and complete. The company is obliged to inform Red Dot immediately of any changes to the company's details.

2.3

Every company may register only one account.

2.4

The company is obliged to keep the password defined at the time of registration secret and not to pass it on to third parties.

2.5

A transfer of the company's account is only possible with the prior express approval from Red Dot.

3. Options for use and design rules

3.1

The options for the use of Red Dot are not available to users but are available to entrepreneurs within the meaning of § 14 of the BGB (German Civil Code).

3.2

Red Dot offers several options for use, listed in the following, to companies registered in Red Dot 21, see Point 3.3 to Point 3.5.

In addition, there are the so-called *special options* to the options for use for participants and winners of the Red Dot Design Award, see Point 3.6 up to and including Point 3.9.

3.3

Free Account, i.e. a free of cost membership with the following options:

- The creation of a public profile for a manufacturer, designer, design studio or a publisher
- The publishing of a product (or a project or a book), hereinafter called "product presentation" in short, which consists of an image (or video) and a description of the product
- Red Dot shall publish a post on Pinterest about the new product (<https://pinterest.com/reddot21/>)



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3.4

Membership Account, i.e. paid membership with the following options:

- The creation of a public profile for a manufacturer, designer, design studio or a publisher
- The publishing of up to 50 products whose product presentations shall consist of up to 10 images (or videos) as well as a description of the product
- A link to a selectable company's website of your choice (a landing page or an online shop), whereby the first 100 clicks made by Red Dot 21 users on the link are included. Each further click or each further click package can be acquired on payment.
- The company can mark the products presented by him with the logo, which shall be made available to it by Red Dot, of the design competitions if a product was actually awarded a prize (or several) of the design prizes being offered.
- Red Dot shall publish one post for each of the new products on Pinterest (<https://pinterest.com/reddot21/>)

3.5

Premium Membership, i.e. an enhanced paid membership with the following options:

- The creation of a public profile for a manufacturer, designer, design studio or a publisher
- The publishing of an unlimited number of product presentations that can consist of an unlimited number of images (or videos) each, as well as a description of each product
- A link to a selectable company's website of your choice (a landing page or an online shop), whereby the first 1,000 clicks made by Red Dot 21 users on the link are included. Each further click or each further click package can be acquired on payment.
- The company can mark the products presented by him with the logo, which shall be made available to it by Red Dot, of the design competitions if a product was actually awarded a prize (or several) of the design prizes being offered.
- Red Dot shall publish one post for each of the new products on Pinterest (<https://pinterest.com/reddot21/>)

In addition to those, for one product of its choice:

- The publishing of a search engine optimised recommendation of the product in German and in English in the magazine
- The publishing of a search engine optimised description of the product in German and in English in the column "Products & Projects"
- Two Social Media Posts on Facebook and Twitter (each in German and English)



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In the case of an extension of the membership in the "Premium Membership" category, Red Dot shall be obliged to make the following services available for a product (or a project or a book) of your choice, from the second year onwards and then every year for each further year of use:

- The publishing of a search engine optimised recommendation of the product in German and in English in the magazine
- The publishing of a search engine optimised description of the product in German and in English in the column "Products & Projects"
- Two Social Media Posts on Facebook and Twitter (each in German and English)
- A mention of the product in the Red Dot 21 newsletter (each in German and English)

3.6

Membership Account for participants of the Red Dot Award: Product Design:

This entry contains all the benefits of a Membership Account (see Point 3.4). However, exclusively for participants of the Red Dot Award: Product Design the following shall be applicable: The products submitted for the competition shall be published within the framework of a free of cost presentation from the 1st of April of the year of the competition onwards by Red Dot on the Red Dot 21 platform. The period of the presentation shall be for 15 months from the first year of the presentation (see Point 9.3).

3.7

Membership Account for participants of the Red Dot Award: Communication Design:

This entry contains all the benefits of a Membership Account (see Point 3.4). However, exclusively for participants of the Red Dot Award: Communication Design the following is applicable: The products submitted for the competition shall be published within the framework of a free of cost presentation from the 1st of October of the year of the competition onwards by Red Dot on the Red Dot 21 platform. The period of the presentation shall be for 15 months from the first year of the presentation (see Point 9.4).

3.8

"Membership for Winners" for winners of the Red Dot Award: Product Design:

A special membership for winners of the Red Dot Award: Product Design, the "Membership for Winners": The products submitted for the competition shall be published within the framework of a free of cost presentation from the 1st of April of the year of the competition onwards by Red Dot on the Red Dot 21 platform. All the products awarded by Red Dot shall be marked as such, i.e. they shall be displayed with the "Red Dot Winner" label. This entry shall contain all the benefits of a Membership Account (see Point 3.4).



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3.9

"Membership for Winners" for winners of the Red Dot Award: Communication Design:

A special membership for winners of the Red Dot Award: Communication Design, the "Membership for Winners": The works and projects submitted for the competition shall be published within the framework of a free of cost presentation from the 1st of October of the year of the competition onwards by Red Dot on the Red Dot 21 platform. All the products awarded by Red Dot shall be marked as such, i.e. they shall be displayed with the "Red Dot Winner" label. This entry shall contain all the benefits of a Membership Account (see Point 3.4).

3.10

Further information with regard to the use of the individual account models:

Applicable to Free Account (see Point 3.3): Through the personal registration data, the company has the opportunity to adapt its product presentation at any time, to create or adapt a company profile as well as to utilise further benefits of Red Dot 21, against payment.

Applicable to Membership Account, Premium Membership as well as all special memberships (see Point 3.4 up to Point 3.9): Through the personal registration data, the company has the opportunity to adapt its product presentation(s), to create its company profile as well as to utilise further benefits of Red Dot 21, against payment.

3.11

Applicable to Point 3.6 up to Point 3.9: The registration data shall be sent to the applicants and prize winners of the Red Dot Award by e-mail at the e-mail address provided by them on the "My Red Dot" portal.

3.12

Multiple companies can refer to the presentation of a product in which they are participants in their profiles; they can contact Red Dot so that the desired presentation can be linked to their profile. You can find further information on this under Section 11.

However, in the case that a company should terminate its product presentation and so, it should not be visible in the front end, that company which is linked to this product presentation shall have no right to the continued existence of the linkage.

3.13

The design of the corresponding presentation of a product, of the manufacturer, of the designer or of the design studio shall be according to the guidelines of Red Dot.



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4. Rights of use, granting of rights, exceptions

4.1

The company declares that it is the owner of all the rights of use and exploitation for the content delivered to Red Dot 21 (in particular and not limited to texts, images etc.) and grants Red Dot the rights that are listed under Point 4.2.

4.2

With the transfer of the content to Red Dot for Red Dot 21, the company grants Red Dot the non-exclusive, but irrevocable, transferable, sub-licensable and free of charge right for use and exploitation without any limitation regarding content, location or time. In particular, this includes (but is not limited to) Red Dot's right to post content posted by the company in the framework of other projects and to use these, in particular, for the company's page on Red Dot 21, as well.

4.3

The company indemnifies Red Dot against all demands from third parties on Red Dot on the basis of the content posted by the company on Red Dot 21 and the rights associated with that, including the breach of rights by this content (including those associated with their exploitation by Red Dot outside the framework of Red Dot 21 according to Point 4.2). The company declares that it agrees to accept all the costs associated with the infringement of third party rights. This covers the corresponding costs for defence in the case of court cases, as well. All the other rights, including the claims for damages by Red Dot shall remain excluded by this. The company has the right to prove that the damage caused to Red Dot is lower.

5. Identity of the company, rights in the case of changes and (temporary) deactivation of the content of the company

5.1

It is technically not possible for Red Dot to determine with certainty, if a company and entrepreneur respectively registered or represented at Red Dot 21 is actually the (natural and legal) person that he presents himself to be. Therefore, Red Dot does not accept any responsibility for the actual identity of the company. Each company must consequently determine the identity of another company on its own.

5.2

Red Dot reserves the right (but is not obliged) – in addition to the cases according to Point 6.1) – to remove the presentation of a company when third parties claim their rights with regard to the content and/or products/processes posted by the company. The deactivation can continue until a final and conclusive decree has been given by a court or another agreement has been reached by the parties to the dispute (company and the third party) and this has been confirmed in writing.

Red Dot shall not demand any fees from the company for the duration of the deactivation according to this Point 5.2.



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In this case, Red Dot also commits to refund payments made for this blocked content and duration, proportionally. Possible claims for compensation (in particular, claims for damages) by the company on Red Dot, due to the content being deactivated/switched offline, are excluded.

5.3

Red Dot reserves the right to make editorial and content-related changes to the Internet presentation, in particular, when these do not meet the quality requirements of Red Dot 21 with regard to spelling, linguistic usage and the content or the scope of the information or when the content (or the presentation of the products) posted by the company is too strongly directed towards sales promotion. Red Dot shall not make such changes online without the prior consent of the company.

5.4

Until such an agreement is reached, Red Dot reserves the right to remove the complete company profile or individual products. For the refund of amounts that may have been already paid, the provisions of Point 5.2 shall apply.

5.5

The provisions given in Points 5.2 and 5.3 are also applicable when multiple companies would like to present the same product. In the case that the companies cannot come to an agreement with each other, then Red Dot shall bring about agreement with regard to the presentation of the product. Until such an agreement (between the parties themselves or through the intervention of Red Dot) is achieved, Red Dot reserves the right to remove the presentation of the product subject to the compensation provisions of Point 5.2.

6. Obligations of the company

6.1

The company is obliged:

- To provide only information that represents the truth in its profile and not to make misleading statements.
- To observe all the relevant provisions, ethical standards and the rights of third parties while utilising the content and services of Red Dot 21.

In particular, the company is prohibited from:

- Using insulting or slanderous content, whereby it is immaterial if this content affects other companies, employees of Red Dot or other parties.
- Using pornographic content or content that glorifies violence or content that violates the provisions of the German Act for the Protection of Minors or ethical standards or the use, promotion, offering or sale of pornographic or violence glorifying products or products that violate the provisions of the German Act for the Protection of Minors or ethical standards.
- Troubling other companies excessively (see § 7 of the German Act against Unfair Competition).



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- Using legally protected content (e.g. through copyright, trademark protection, patent protection, content protected by utility models or industrial design) without possessing the required authorisation to the same.
- Carrying out or promoting anticompetitive activities.

6.2

The company is prohibited from carrying out any activity that may harm the functioning of Red Dot 21.

6.3

Red Dot is permitted to remove or to block all content and data posted on Red Dot 21 if Red Dot is convinced that it contradicts the General Terms and Conditions specified here.

6.4

The company is responsible for its profile, its content and for any use of the same on Red Dot 21. It shall comply with all the relevant statutory regulations, in particular, the regulations regarding data privacy. You may find more information on this subject under the Point "Privacy protection & data conditions" on the website www.red-dot-21.com.

7. Payment, invoicing

7.1

Red Dot or the payment service provider may send invoices and demand notes as well as contract documents to the company electronically. The payment service provider for Red Dot 21 is Stripe; it is responsible for the implementation of the payment process (credit card).

7.2

For legal reasons, Red Dot is required to issue the invoice with German value added tax (VAT). In the case that Red Dot should receive a VAT identification number or proof of that a registered business activity is being conducted, the value added tax paid in excess shall be refunded.

7.3

In the case that a tax-free invoice has already been issued, Red Dot shall be in a position to issue a tax-free invoice in the following presentation year as well. The company is obliged to inform Red Dot of any change in the VAT identification number.

7.4

The payments for memberships such as "Membership Account" and "Premium Membership" as well as for services that are booked individually are due on receipt of the invoice for the entire agreed period.

In the case that the payments cannot be recovered, then the company is responsible for all the costs associated with them. These include, in particular (however not exclusively),



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bank service charges associated with the reversal of debited amounts and other charges. The company is responsible for these to the extent that it is responsible for the event that initiated these charges.

7.5

The company acknowledges that it is technically not possible to guarantee a 100% availability of the "Red Dot 21" design portal. In any case, Red Dot is continuously attempting to make Red Dot 21 available at all times, as far as possible. Short interruptions are possible, in particular in the case of problems due to maintenance, security or capacity and in the case of events that are out of the control of Red Dot (e.g. power failures, hacker attacks, failure of public communication networks etc.).

7.6

Red Dot makes an online portal available to companies on which the company can present itself.

Red Dot is not a partner in contracts concluded between companies on Red Dot 21 and is therefore not a contracting party. Only the companies are themselves responsible for the implementation, conclusion and fulfilment of the contracts concluded between each other. Further, Red Dot is not responsible, if a contract or its implementation does not result in contact to companies (e.g. in the case of a potential malfunction of Red Dot 21). Red Dot does not also accept any responsibility for breach of duties by the company in the framework of contracts concluded between companies.

8. Reservation of rights in the case of changes

Red Dot reserves the right to change the services offered on Red Dot 21 or to offer other services. In so far as the company feels it cannot accept this, it can terminate its memberships in "Membership Account" or "Premium Membership" without giving prior notice, but while complying with a notice period of four (4) weeks after Red Dot has informed the company of the changes to the services. The payment obligations shall lapse after receipt of the termination notice. Red Dot shall refund all the payments already made by the company for the period from the date of this communication.

9. Duration, termination of the contract, refund of advance payments

9.1

Duration and termination of Free Accounts:

The free of cost "Free Account" membership can be availed by companies on a permanent basis. There may however be limitations regarding the product presentation. More information in this regard is given in Point 9.10. The company is at liberty to terminate its Free Account at any time without giving any reasons. For further information regarding termination, see Points 9.7 and 9.8.



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9.2

Duration and termination of memberships in "Membership Account" and "Premium Membership":

The memberships booked by companies in "Membership Account" and "Premium Membership" shall run for the duration of the minimum usage period, i.e. for an initial period of twelve (12) months, as a rule.

Membership shall be extended automatically and on a paid basis for a further twelve (12) months ("extension year"), unless it is terminated by one of the parties by giving proper notice in accordance with the provisions given below. The notice period is three months prior to the end of the minimum usage period or the respective extension year. For further information with regard to termination, see Points 9.7 and 9.8.

The provisions laid out in this Point 9.2 do not prejudice the rights of both parties to terminate the service due to an important reason.

Duration and termination of the special memberships for those who have registered and for those who have been awarded in the "Red Dot Award: Product Design" and "Red Dot Award: Communication Design" competitions:

9.3

The special membership in "Membership Account" for those who have registered for the "Red Dot Award: Product Design" competition shall begin on 1st of April of each year and automatically end after 15 months on 30 June of the subsequent year. An extension of this membership is only possible on payment. For further information with regard to termination, see Points 9.7 and 9.8.

9.4

The special membership in "Membership Account" for those who have registered for the "Red Dot Award: Communication Design" competition shall begin on 1st Oct of each year and automatically end after 15 months on 31 December of the subsequent year. Extension of the membership is not possible.

9.5

The special membership in "Membership for Winners" for those who have won in the "Red Dot Award: Product Design" competition shall begin on 1st April of each year and end after 15 months on 30 June of the subsequent year. The corresponding legal relationship shall be extended by a further 12 months, unless it is terminated by one of the parties by 31 March. The day the addressee receives the termination shall apply. For further information with regard to termination, see Points 9.7 and 9.8.

9.6

The special membership in "Membership for Winners" for winners of the "Red Dot Award: Communication Design" competition shall begin on 1st of October of each year and end automatically after 15 months on 31 December of the subsequent year. An extension of this membership is only possible through payment of a fee. Red Dot may continue the presentation of a product in the form of a free membership ("Free Account") unless the winner expressly refuses the same. For further information with regard to termination, see Points 9.7 and 9.8.



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9.7

At the termination of the free membership ("Free Account"), the company's entry and the profile and the presentation of the product as well as all options shall be removed by Red Dot 21.

At the termination of a paid membership ("Membership for Winners", "Membership Account", "Premium Membership"), Red Dot can continue the presentation of a product as a free membership ("Free Account") unless the winner expressly refuses the same (see 9.6). For further information with regard to termination, see Points 9.1 and 9.8.

9.8

Termination shall always require the written form (using the contact form of Red Dot 21, by e-mail or letter). While doing this, the name of the company and the e-mail address through which the company registered itself with Red Dot 21 must be specified.

9.9

Red Dot reserves the right to further publish individual presentations free of cost, after consulting the company.

9.10

Red Dot reserves the right to remove a product or to shut down accounts when e.g. a product is not available in the market any more, a project is not contemporary any more or for other reasons (see also Point 9.11).

9.11

Important reasons for the termination of the contract without notice (without a prior notice period) by Red Dot are, in particular, the following events (but not exclusively these):

- The company not complying with the statutory requirements.
- Breach of contractual obligations by the company.
- Long-lasting damage to the reputation of Red Dot 21 by the presence of the company
(e.g. if it turns out, after the company has registered itself, that the company has been legally convicted by a court for a statutory violation and if this conviction is known to other companies; in the same way, Red Dot has the right to terminate the contract in the case of a breach of the law against child labour).
- The company promotes associations or organisations that are subject to being under scrutiny by security agencies and agencies for the protection of children, or promotes their methods or activities.
- The company causes damage to one or several other companies.



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9.12

If an important reason according to Point 9.11 is present, then Red Dot can take the following measures against the company, independent of the termination of the contract:

- Deleting the content posted by the company.
- Issuing a warning, or
- Stopping access to the services of the web pages of Red Dot.

9.13

In the following cases, the company has no right to refund of payments made:

- Red Dot terminates the contract according to Point 9.11 when an important reason is present.
- Red Dot stops access for the company according to Point 9.11, or
- The company terminates the contract: However, the company's right to refund of the payments already made are not excluded if the company terminates the contract for an important reason as long as Red Dot is responsible for that.

10. Responsibility for content, company data and/or information

10.1

Red Dot does not accept any responsibility for content, data and/or information made available by companies on Red Dot 21; this is also applicable to the content of external Internet pages that can be reached through links on Red Dot 21. In particular, Red Dot does not guarantee that such content represents the truth or that it fulfils a particular purpose or serves a particular purpose.

10.2

Companies that ascertain unauthorised use of Red Dot 21 or use that goes against the contractual agreement (including the use of pseudonyms or false identities) can report the same via the contact form available at www.red-dot-21.com.

11. Customer support

Customer support through Red Dot for Red Dot 21 is available for customers via the contact form at www.red-dot-21.com.

12. Red Dot's obligations and liability

Claims for compensation – for whatsoever legal reason – against Red Dot (and its vicarious agents) are excluded.



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Any claims for compensation by the company – for whatsoever legal reason – against Red Dot (and its vicarious agents) are excluded. This does not apply in the case of malicious non-disclosure of a defect, for non-compliance with a guarantee of quality, for injury to life, body or health and/or for a grossly negligent breach of duty by Red Dot or for a breach of duties whose fulfilment makes the proper execution of the contract possible in the first instance and for the compliance with which the company can depend upon regularly (so called essential contractual duties / cardinal duties). Claims with regard to the law on product liability shall not be affected by this limitation of liability. This limitation of liability is applicable to the same extent for breach of duties by the organs or vicarious agents of Red Dot. The claim for compensation for the breach of essential contractual duties is limited to contract-typical, foreseeable damages, except in cases of wrongful intent or gross negligence or is the liability for injury to life, body or health. The above limitations of liability are applicable to the same extent for claims for the reimbursement of wasted expenses (§ 284 of the BGB [German Civil Code]). No change to the burden of proof to the disadvantage of the company is connected to the preceding provisions.

13. Privacy protection

Red Dot shall comply with all the applicable data protection regulations. Red Dot shall not pass on the personal data of the page of the company or that of third parties without prior permission and shall not refer third parties to this. The details with regard to the processing of the company's data shall be subject to the data privacy regulations of Red Dot, which may be viewed at www.red-dot-21.com.

14. Final clauses

14.1

Red Dot reserves the right to change these General Terms and Conditions at any time without specifying any reasons. Red Dot shall inform companies in time of changes to the General Terms and Conditions. If no objections are raised by the company within four (4) weeks after receipt of the information, the changes to the General Terms and Conditions shall be considered accepted by the company.

In the information that will be provided, Red Dot shall inform companies of their right to object and of the meaning of the date of registering the objection. If the company raises an objection to the new General Terms and Conditions, Red Dot reserves the right to terminate the contract without prior notice and to delete all the content posted by the company. Red Dot shall refund all payments already made for the period that remains unused.



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14.2

As long as nothing to the contrary has been agreed, companies may direct all their communications to Red Dot per e-mail, through the use of the contact form at www.red-dot-21.com or they may send their communication to Red Dot through a fax or letter. Red Dot may send communication to companies through e-mail or fax or letter at the address provided by the company as their current contact data.

14.3

In the case that individual provisions of these General Terms and Conditions should be or become invalid, then the other provisions shall remain untouched by this.

14.4

The place of fulfilment is Berlin.

14.5

The sole place of jurisdiction for all claims related to these General Terms and Conditions and to the Red Dot 21 offer is Berlin in the case that the company is a merchant, a corporate body under public law or a special fund under public law or in the case that the company does not have a general place of jurisdiction in Germany.

14.6

The legal relationship is governed by German Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the reference norms of private international law, in particular, the "Rome I" regulation.

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