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# The “Red Dot Network” Website – General Terms and Conditions for Manufacturers, Designers, Design Studios, Agencies, Consultancies and Universities

## 1 General Remarks

The Red Dot GmbH & Co. KG (hereinafter “Red Dot”) operates the English language website “Red Dot Network” ([www.red-dot-network.org](http://www.red-dot-network.org)).

The vision of the Red Dot Network digital platform is to develop a design network that operates worldwide. It enables its members – manufacturers, designers, design studios, agencies, consultancies, universities and jury members (hereinafter “companies”) – to provide them with access to numerous exclusive benefits and to make direct contact with other award-winners and jurors in a members-only area of the website as set out in detail under Section 5.

## 2 Nomination for Membership

### 2.1

Membership in the Red Dot Network can only be acquired if the following requirements are met:

- Nomination by a Red Dot Ambassador

or

- Application for membership by the company itself via the website <https://www.red-dot-network.org/become-a-member/>

### 2.2

A Red Dot Ambassador is a well-known professional, a personality who is actively engaged in the international design industry. He or she is generally a jury member of the following competitions: Red Dot Award: Product Design, Red Dot Award: Brand & Communication Design or Red Dot Award: Design Concept.

The Red Dot Ambassadors propose future members of the Red Dot Network (nomination). These will generally be manufacturers, designers, design studios, agencies, design-oriented consultancies and universities from their home countries, although proposals from other countries are also possible. The nomination does not require confirmation by Red Dot.

The company nominated by a Red Dot Ambassador in this way becomes a member of the Red Dot Network if it accepts the conditions of membership.



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Red Dot undertakes to notify the respective company of a nomination by a Red Dot Ambassador and to comprehensively inform it about the Red Dot Network. After the registration, the company will receive a confirmation email to the (previously verified) email address it has provided with a notification that Red Dot will contact it again as soon as the result of the Red Dot committee is available.

The registration data are stored. The company can request this information at any time from [service@red-dot-network.org](mailto:service@red-dot-network.org).

As soon as a decision on membership has been reached, the company will be informed by Red Dot.

### 2.3

Should companies apply for membership themselves, the Red Dot committee will decide whether the application can be approved. In the event of a positive decision, the future Red Dot Member must accept the conditions of membership. If the conditions of membership are not accepted, admission to the Red Dot Network is not possible.

A fundamental condition of application for membership is that the company applying for membership registers at <https://www.red-dot-network.org/become-a-member/> and agrees to the following General Terms and Conditions of use of the Red Dot Network.

After registration, the company will receive a confirmation email sent to the (previously verified) email address it has provided with a notification that Red Dot will contact it again as soon as the result of the committee is available.

The registration data are stored. The company can request this information at any time from [service@red-dot-network.org](mailto:service@red-dot-network.org).

As soon as a decision on membership has been reached the company will be informed by Red Dot.

## 3 Acquisition of Membership

### 3.1

Following nomination by a Red Dot Ambassador or application by a company or registration by an interested party directly on the [www.red-dot-network.org/become-a-member](https://www.red-dot-network.org/become-a-member/) website that have respectively resulted in a positive notification from Red Dot, enrolment as a Red Dot Member can take place as of 1 October 2019. This requires the company to name a person in the company who will act as point of contact and who will undertake the registration.

The company agrees to the General Terms and Conditions of Use of the Red Dot Network.



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### 3.2

The company will receive an email confirmation to the email address provided, which will inform it of the contents of the contract and that the contract has entered into effect. The email will also include these General Terms and Conditions.

The contractual data will be stored. The company can request these at any time from [service@red-dot-network.org](mailto:service@red-dot-network.org).

### 3.3

The first-time use of services is only permitted after payment in full of the annual membership fee.

## 4 Registration

### 4.1

Before using the services of the Red Dot Network, the company is obliged to register in accordance with the rules.

### 4.2

The company declares that all the information provided during registration is correct and complete. The company is obligated to inform Red Dot immediately of any changes to the company details.

### 4.3

Every company may only create one account; however, it is possible to apply for up to five additional accounts solely with read permission for employees and colleagues.

### 4.4

The company is obligated to keep the password set during registration secret and not to pass it on to third parties.

### 4.5

Login details for an account are strictly confidential and must not be disclosed.

### 4.6

The transfer of a company's account is only possible with the express prior agreement of Red Dot.

## 5 Services (Benefits)

### 5.1

The use of the Red Dot Network is exclusively available to entrepreneurs as defined under Section 14 of the German Civil Code (§ 14 BGB).



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## 5.2

Red Dot shall provide Red Dot Members with the exclusive services listed in the following in a password-protected, non-public area (members-only area):

- A Red Dot Member may use the designation "Member of the Red Dot Network since <year>" publicly as a descriptor and as a logo for all communication materials, e.g. on its letterhead or in its internet signature.
- Two free-of-charge registration vouchers per year for the Red Dot Award. These are valid for all three Red Dot design competitions (Red Dot Award: Product Design, Red Dot Award: Brand & Communication Design, Red Dot Award: Design Concept), from 01 October of one year to 30 September of the following year. There are no additional costs for digital material and oversizes for the two free registrations.
- Access to the Red Dot Winners, an online exhibition which lists all the winners of the three Red Dot competitions since 2011. That is a total of more than 20,000 winning products, projects and concepts, status 2019.
- Preferential treatment when booking tickets for the gala events for the award ceremony of the Red Dot Award: Product Design, Red Dot Award: Brand and Communication Design and Red Dot Award: Design Concept. No rights to such tickets apply.
- Preferential treatment for the complimentary booking of tickets for congresses, conferences and other events organised by Red Dot. No rights to such tickets apply.
- Free admission to the Red Dot Design Museums and the exhibitions organised by Red Dot
- Reductions on publications by Red Dot Edition while stocks last
- Access to all editorial content and interviews contained in the articles of Red Dot: Team of the Year (since 2003), Red Dot: Agency of the Year (since 2008) as well as Red Dot: Brand of the Year (since 2010)
- Selected analyses by the Red Dot Institute (Red Dot Research), insight into the lectures by Professor Dr. Peter Zec, as well as selected films about leading designers (Lectures and Movies)
- With effect from 01 October 2020, a profile created by the company itself shall be published in the membership directory including details such as gender, title, first name, last name, position, company, address, telephone number, mobile number, website, photo, short CV, information about the industry sector. These details will also serve as tags, thus aiding discoverability in the network tool.
- The profile can be created and/or edited directly by each Red Dot Member at any time.



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- The membership directory provides access to the data of other Red Dot Members so they can contact each other and network. No enquiries or replies will be published. Every member is at liberty to be active in their own right and contact other members. In principle, every member consents to be contacted by other members via the contact details published in the membership directory within the framework of the Red Dot Network.

### 5.3

The design of the respective presentation of every membership profile is based on the concept of Red Dot.

## 6 Usage Rights and Granting of Rights

### 6.1

With the transfer of contents to Red Dot for the Red Dot Network, the company grants Red Dot the non-exclusive, but irrevocable, transferrable, sub-licensable and royalty-free rights of use and exploitation without any restrictions relating to content, place and time. That includes in particular (but is not limited to) the right of Red Dot to publish contents posted by the company in the context of other projects of Red Dot and, in particular, also to use these for the promotion of the company's page on the Red Dot Network.

### 6.2

The company exempts Red Dot from any claims made by third parties against Red Dot on the basis of the contents posted by the company on the Red Dot Network and any associated rights including infringements of rights by these contents. The company expressly consents to assume any costs in connection with the infringement of third party rights. This also includes corresponding costs for the defence in legal proceedings. All other rights, including claims for losses by Red Dot, are not affected. The company is entitled to prove that the damage caused to Red Dot is lower.

## 7 Rights and obligations

### 7.1

Every company is itself responsible for the contents posted. Red Dot takes no responsibility for the contents posted, nor for the actual identity of a company. Every company must therefore itself ascertain the identity of another company.

Red Dot is entitled to remove the profile of a company from the membership directory if it contravenes the General Terms and Conditions set out herein or if third parties assert their rights to contents posted by the company. In this case, Red Dot is entitled to refund any payments already made for this blocked content and the respective time period. Possible indemnity claims (in particular claims for damages) by the company against Red Dot as a result of the shutdown of contents are excluded.



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## 7.2

The company is obligated to

- only provide truthful and not misleading information in its profile
- respect all relevant provisions, moral norms and rights of third parties when using the contents and services of the Red Dot Network.

The company is in particular prohibited from

- using insulting or libellous contents irrespective of whether these contents concern other companies, employees of Red Dot or other parties,
- using pornographic contents or contents that glorify violence or contravene the provisions of the German Youth Protection Act (Jugendschutzgesetz) or moral norms or from promoting, offering or distributing pornographic contents or contents that glorify violence or contravene the provisions of the German Youth Protection Act (Jugendschutzgesetz) or moral norms,
- unduly disrupting other companies (see § 7 of the German Act against Unfair Competition [UWG]),
- using rights-protected contents (e.g. contents protected by copyright, trademark, patent, utility patent or industrial design patent) without the requisite authorisation,
- conducting or promoting anti-competitive activities.

## 7.3

The company is prohibited from carrying out any actions that damage the functionality of the Red Dot Network.

## 7.4

The company is responsible for its membership profile, its contents and any use thereof on the Red Dot Network. It shall adhere to all regulatory requirements in particular to the data protection regulations. Further information can be found under "Data Protection" on the website [www.red-dot-network.org](http://www.red-dot-network.org).



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## **8 Payment, Invoicing**

### **8.1**

Red Dot is entitled, as its discretion, to transmit invoices and payment reminders as well as other contract documents to the company electronically.

### **8.2**

Payment for annual membership is due for the entire agreed period on receipt of the invoice.

### **8.3**

The company is aware that it is technically impossible to guarantee one hundred per cent availability of the "Red Dot Network" website. Short interruptions, particularly related to problems with maintenance, security or capacity, as well as events that are beyond the control of Red Dot (e.g. power failure, hacker attacks, breakdown of public communications networks, etc.) are possible.

### **8.4**

Red Dot makes an online platform available to the company on which it can access numerous benefits and make contact with other members in a password-protected members-only area.

Red Dot is not a partner in contracts agreed amongst companies of the Red Dot Network and therefore is also not a contracting party. The companies alone are responsible for the implementation, conclusion and fulfilment of the contracts agreed amongst each other. Red Dot is furthermore not responsible if a contract or its fulfilment does not lead to contact with companies (e.g. in the case of a potential malfunction of the Red Dot Network). Red Dot also does not assume any liability for violations of duty by the company that are within the scope of contracts agreed between companies.

## **9 Reservation of Rights Relating to Changes**

Red Dot reserves the right to change the services offered on the Red Dot Network or to offer different services. If this is not acceptable to the company, it can terminate its membership without prior notice within a four (4) week period after communication of the modification in services by Red Dot. Payment obligations cease to exist on receipt of the termination notice. Red Dot will refund all payments made by the company in the period from the date of the notification.



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## 10 Term and Termination of the Contract

### 10.1

The membership of the company runs for the duration of the minimum use period, as a rule twelve (12) months.

Membership is only renewed at a fee for a further twelve (12) months ("prolongation year") if the annual membership fee has been paid for an additional year.

Notification of termination of membership can be given at the end of every membership year. A Red Dot Member can be given notice of termination if he or she has not paid his or her annual membership fees.

### 10.2

Upon termination of membership the entry of the company in the non-public members-only area (profile and all options) will be removed from the Red Dot Network at the end of the presentation period.

The deleted account can only be reactivated after a renewed booking of an annual fee-paying membership by the company for 12 months.

The Red Dot Member Label is made available to the member with the year of the 1<sup>st</sup> membership year.

Should membership be interrupted for whatever reasons and membership subsequently be renewed, the Red Dot Member Label will only be supplied with the then valid year.

### 10.3

Notice of termination can be given in written form. When doing so, the name of the company and the email address under which the company has registered with the Red Dot Network must always be included.

### 10.4

Red Dot is entitled to terminate the agreement without notice particularly (but not exclusively) if the following events arise:

- The company fails to comply with legal requirements
- The company is in breach of contractual obligations
- The presence of the company causes lasting damage to the reputation of the Red Dot Network (e.g. if it comes to light after the registration of the company that it has been convicted by a court of law of committing an unlawful act and this sentence is known to other companies; Red Dot equally has the right to terminate the contract if the prohibition of child labour etc. has been violated.)
- If the company supports associations or organisations that are being monitored by security services and services for the protection of children or if it supports their methods and activities
- If the company causes harm to one or several other companies





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#### 10.5

Should there be good cause in accordance with section 10.4, Red Dot is entitled to take the following measures at its discretion:

- Deletion of the contents posted by the company
- Issuing of a warning
- Denial of access to the services on the websites of Red Dot

#### 10.6

In all the aforementioned cases the company has no right to claim a refund on payments made.

### 11 Responsibility for contents

#### 11.1

Red Dot assumes no responsibility for contents, data and/or information provided by the companies of the Red Dot Network, nor does it assume responsibility for the contents of external internet sites that can be reached via links on the Red Dot Network. Red Dot in particular does not guarantee that such contents are accurate or truthful, that facts are rendered in full or serve a certain purpose or are fit for such a purpose.

#### 11.2

Companies who notice an unlawful use of the Red Dot Network or a use that contravenes the contractual agreement (including the use of pseudonyms or false identities) can inform the contact person cited on the website.

### 12 Customer Service

Customer service by Red Dot for the Red Dot Network is available to customers via the contact person named on the website under [www.red-dot-network.org](http://www.red-dot-network.org) (per email or telephone).

### 13 Obligations and Liabilities of Red Dot

Claims for damages – for whatever legal reason – against Red Dot (including its vicarious agents) are excluded.

Possible claims for damages by the company – for whatever legal reason – are excluded. This shall not apply in case of malicious concealment of a defect, non-fulfilment of a quality guarantee, injury to life, body or health and/or deliberate or grossly negligent breach of duty by Red Dot or violation of duties whose performance is necessary for the proper execution of the contract and on whose performance the company may ordinarily depend upon (so-called material contractual obligations / cardinal obligations). Claims under the German Product Liability Act also remain unaffected by this limitation of liability. This limitation of liability applies equally to breaches of duty by the entities and vicarious



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agents of Red Dot. Claims for damages due to the violation of material contractual obligations shall be limited to contract-typical, foreseeable damages provided there was no malicious intent or gross negligence or that liability exists due to injury to life, body or health. The aforementioned limitations of liability shall apply equally to claims for compensation for futile expenditures (section 284 BGB). No change to burden of proof to the disadvantage of the company is associated with the preceding provisions.

#### 14 Data Protection

Red Dot complies with all applicable data protection regulations. Red Dot does not pass on personal data from the company's page or the page of third parties without prior consent or otherwise refers them to third parties. Details related to the processing of company data are regulated by the privacy policy of Red Dot which can be viewed at [www.red-dot-network.org](http://www.red-dot-network.org).

#### 15 Concluding Provisions

##### 15.1

Red Dot reserves the right to amend these General Terms and Conditions at any time without giving any reason. Red Dot shall inform the companies in good time of any changes to the General Terms and Conditions. If no objections are made by the company to the validity of the new General Terms and Conditions within four (4) weeks of receiving notification of the changes, the amended General Terms and Conditions shall be deemed to have been accepted by the company.

Red Dot shall inform the companies of their right to file an objection and the significance of the date of objection in the information cited. Should the company object to the new General Terms and Conditions, Red Dot shall have the right to terminate the contract without prior notice and to delete all contents posted by the company. Red Dot shall refund all payments already made for the period that has not been used.

##### 15.2

Unless otherwise stipulated, companies can transmit all communications to Red Dot via email or telephone to the contact person named on the [www.red-dot-network.org](http://www.red-dot-network.org) website. Red Dot can address communications to a company by email or fax or letter to the address provided by the company as its current contact details.

##### 15.3

Should individual provisions of these General Terms and Conditions be or become invalid, the remaining provisions shall remain unaffected.

##### 15.4

The place of fulfilment is Berlin.



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15.5

The exclusive place of jurisdiction for all claims and in connection with these General Terms and Conditions and the "Red Dot Network" offering is Berlin if the company is a merchant, a legal entity under public law or a Federal Special Fund under public law or if the company has not place of general jurisdiction in Germany.

15.6

The legal relationship shall be governed exclusively by German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of private international law, particularly the "Rome I" regulation.

Status: 11 October 2019/SW