GENERAL TERMS AND CONDITIONS FOR THE German Brand Awards 2027

1. FOUNDATIONS

The German Brand Awards are presented annually by the German Design Council. The German Brand Awards is organised by the Rat für Formgebung Service GmbH (German Design Council).

The following **General Terms and Conditions** form the exclusive contractual basis for participation in the German Brand Awards 2027 (award) between the German Design Council and the award registrant (registrant). The registrant's Terms and Conditions are not recognised, even if the German Design Council does not expressly object to them in individual cases.

2. PREREQUISITES FOR PARTICIPATION

Award entries (projects) which have been nominated for the award by the foundation members of the German Design Council or the German Design Council, as well as non-nominated projects which can be assigned to at least one of the following categories, may participate in the award:

Excellent Brands:

Animal & Pet Supplies • Banking & Financial Services • Beauty & Care • Building & Elements • Chemicals, Materials, & Supplies • Consumer Electronics • Corporate Services • Culture & Concerts • Digital Service Portals & Platforms • Education & Research • Fashion • Fast Moving Consumer Goods • Health & Pharmaceuticals • Heating & Bathroom • Industry, Machines & Engineering • Insurance • Interior & Living • Kids & Toys • Kitchen & Household Appliances • Leisure & Crafts • Lighting • Logistics & Infrastructure • Luxury • Media & Entertainment • Non-Governmental Organization & Public Affairs • Office & Stationery • Real Estate & Property • Sports & Outdoor Goods • Sports Associations & Sporting Clubs • Telecommunications & IT • Tools & Gardening • Tourism & Gastronomy • Trade Fairs & Event Locations • Trade, Retail & e-Commerce • Transport & Mobility

In addition, the registrant has the possibility to register a project in up to three of the following additional categories:

Brand Innovation of the Year • Circular Brand of the Year • Corporate Brand of the Year • Digital Brand of the Year • Employer Brand of the Year • Newcomer Brand of the Year • Product Brand of the Year • Service Brand of the Year • Sustainable Brand of the Year

Within these additional categories, projects of small and medium-sized enterprises and of large enterprises are considered and awarded separately.

Excellence in Brand Strategy and Creation:

Acustic & Sensoric branding • Ambient Media & Outdoor Advertising • Architecture & Buildings • Brand Events • Digital Campaign • Classic Campaign • 360° Campaign • CRM & Personalization • Digital Solutions & Apps • Fairs & Exhibition • Influencer Marketing • Intranet & Collaboration • Movies, Commercials & Virals • Point of Sale • Print • Public Relations • Social Media • Storytelling & Content Marketing • User Experience • Web & Mobile • Brand Design - Product Brand • Brand Design - Corporate Brand • Brand Design - Logo • Brand Design - Packaging • Brand Design - Product Design • Brand Strategy - B2B • Brand Strategy - B2C• Brand Behaviour • Brand Digitalization • Brand Innovation & New Business Models • Branded CSR - Social• Branded CSR - Environmental • Employer Branding Activities & Campaigns • Internal Branding & Brand Academies

In addition, the registrant has the possibility to register a project in up to three of the following additional categories:

AI Project of the Year • Brand Efficiency of the Year • Brand Experience of the Year • Brand Impact of the Year • Brand Innovation of the Year • Brand Revival of the Year • Brand Strategy of the Year • Circular Brand of the Year • Lighthouse Project of the Year

Within these additional categories, projects of small and medium-sized enterprises and of large enterprises are considered and awarded separately.

Only projects that were launched on the market or made public no more than five years ago are permitted. The registrant must provide suitable proof of this at the German Design Council's request.

The number of registrations is not limited. It is possible to submit projects in one category and up to three additional categories at the same time. A project can be awarded in several categories and/or several additional categories.

3. REGISTRATION, SUBMISSION AND INSURANCE OF PROJECTS

3.1 The German Design Council will send registrants a written invitation to take part in the award. The letter contains a personal username (e-mail adress) for each registrant and, in the case of a nomination, a project ID for each nominated project. All projects can be registered to the award in the personal login area at submit.german-design-council.de. Projects can be registered online following approval of the project details and after reading and confirming the General Terms and Conditions for the award.

Registration is binding and commits the registrant to complete payment of the relevant fees and costs. The German Design Council grants free cancellation of the registration if addressed in written form to brandaward@gdc.de within 14 days of the date of registration (the non-delivery of material for the project evaluation by the jury will not be considered a cancellation). After the expiry of the 14-day period, the fees/costs at registration specified in section 6 are no longer refundable and the registrant's right to withdraw expires.

The registrant is authorised to carry out the registration process. The contract is concluded exclusively in digital form and is not exchanged in paper form.

In general, the German Design Council reserves the right, after internal examination, to deny participation in the award to projects that have not been nominated. The registrant of a non-nominated project will receive a written notification of the outcome of the examination. In the event of a negative notification, the legal contract between the registrant and the German Design Council will be cancelled. In this case, the registrant will not be charged any costs and fees for the registration, or if already been paid, the transaction will be reversed.

With the registration of a nominated project, the registrant is entitled to acquire the Nominee Package for the fee listed in section 6 of these General Terms and Conditions and to use it immediately. With the registration of a non-nominated project, the registrant is entitled to acquire the Nominee Package for the corresponding fees, but will only be granted access to the contents of the Nominee Package after the registered project has been reviewed and a positive notification has been received. The Nominee Package entitles the registrant to use the „Nominee 2027" label in connection with the registered project for his corporate communications and to order further marketing services at a charge. In the event of negative notification, the valid contract between the applicant and the German Design Council will be cancelled. In this case the applicant will not be charged the fees for the Nominee package. Any payments already made will be reversed.

In the event of an award, the registrant's details and those of the registered projects will be used for publications, for the online gallery and for the production of the documents as well as other advertising material an will be processed in accordance with the legislator's privacy regulations. The German Design Council assumes no liability for incorrect or erroneous information.

3.2 The registrant may only submit digital presentations of the project for the jury session. The digital data can be uploaded via the link provided in the registration confirmation, or, with prior agreement, sent by e-mail to brandaward@gdc.de.

If the German or English project text is not available at the time of submission, the German Design Council will provide a translation, but accepts no liability for the content.

All data for the project must be marked with the provided project ID and these must be clearly visible on delivery.The loss and/or non-adjudication of unmarked projects shall be borne by the applicant. The burden of proof for proper labelling lies with the

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registrant.

3.3 The costs and all risks of transport for the delivery and removal of the registered projects shall be borne exclusively by the registrant. The German Design Council undertakes to inform the registrant immediately of any visible transport damage upon receipt of the projects. For projects delivered from abroad, the registrant must clear all necessary customs procedures at their own expense. The German Design Council accepts no liability for destruction, theft and/or damage for the duration of the projects' submission period. All necessary insurance should be taken out before registering.

All deliveries by carriers and/or delivery companies must be at ground level. A loading ramp is not available. If a supplier cannot unload a project independently and requires auxiliary material (forklift, pallet truck, or similar) for unloading, the client (registrant) accepts any costs incurred by the additional work. The costs will be invoiced to the registrant after the jury session. Projects in the Lighting category must be in working order for the jury session, fitted with a Euro plug and designed for use with 230 V power. If additional work (e.g. plug replacement, current transformer, etc.) is required for the presentation at the jury session, the registrant accepts any costs that could incur. The costs will be charged to the registrant after the jury session.

3.4 Projects must be delivered in packaging that can be reused for return shipment and is safe for transport. If this is not the case, the German Design Council accepts no liability for any damage caused during return transport.

3.5 The registrant must collect the project by the specified deadline. Whoever comes to collect the project must be able to identify themselves and specify the project ID for the project they wish to collect. Freight forwarders or courier services must present an order from the registrant with the project ID of the project to be collected. If this is not the case, the German Design Council reserves the right not to hand over the project. Projects that have not been collected by the registrant by the deadline specified in the registration documents will subsequently be stored for ten working days subject to a fee (40.00 EUR/project/day, plus any special costs for transport) and then disposed of at the registrant's expense (40.00 EUR/project plus any extra cost for disposal).

3.6 If the German Design Council is commissioned to assemble projects supplied in a disassembled state, the German Design Council assumes liability in accordance with the following regulation. The registrant undertakes to provide appropriate installation instructions in German or English. The same applies to the disassembly of the project for return transport. Liability for loss of or damage to the projects is excluded, unless the German Design Council, its legal representatives or vicarious agents are charged with intent or gross negligence; the German Design Council's liability for negligent conduct is limited to a maximum value of 1,500.00 EUR, irrespective of the number of projects submitted by the same registrant.

The German Design Council shall not be liable for any damage arising during assembly and/or dismantling, unless an order has been placed. If a project is delivered disassembled and there is no order for assembly by the German Design Council, the German Design Council is entitled to assemble the project, but assumes no liability for damage incurred during assembly or disassembly.

3.7 The German Design Council recommends that the registrant take out all necessary insurance.

3.8 For registrants who have their registered office People's Republic of China, Taiwan, Macao SAR or Hong Kong SAR, the operative implementation (control of the registration, handling of the projects, invoicing and receipt of payment for the German Design Council) will be taken over by their subsidiary, German Design Council (Shanghai) Co. Ltd, Shanghai, China (details under following section 12).

4. PREVENTION OF ACCIDENTS

If projects are usable or are exhibited or demonstrated in an operative state, they must comply with the statutory and trade association regulations in Germany, in particular the accident prevention regulations, and must be provided with the safeguards prescribed by law in Germany. The registrant is solely liable for any damage caused by installed objects. The registrant must also indemnify the German Design Council without limitation against any claims for damages by third parties.

Any damage that occurs during the jury session must be reported immediately within one week to the German Design Council. A description of the damage, along with pictorial documentation of the damage, must be included.

5. JUDGING

An independent expert jury will select the award winners. The jury is comprised of representatives from science, consulting, services and agencies. Projects should stand out with regard to the following aspects:

Characteristics and brand typicity • Brand distinctiveness • Differentiation from the competition • Target group relevance • Homogeneity of the brand result • Design quality of the brand appearance • Degree of innovation • Sustainability • Continuity • Future viability • Price premium • Growth • Economic success

The preceding list does not represent a ranking of the criteria and assessments for the jury. The jury's decision will be confirmed in writing. Any legal recourse is excluded.

If a released project has not been delivered to the jury session within the specified period, the jury reserves the right to use the project for evaluation on the basis of the released data from the registration at the MDC (see section 3.1). A decision of the jury based on this information is also valid.

Within the jury session, the jury is entitled to change the category of the project in which an award is given.

6. FEES/COSTS

6.1 Fees/costs at registration

Award registration per project* by 11 December 2026 (early-bird)	449.00 EUR
Award registration per project* after 11 December 2026 (regular)	495.00 EUR
Award registration per project* after 05 March 2027 (last call)	635.00 EUR
Optional Nominee Package**	1,950.00 EUR

* If a project is registered in several categories, the fee for registration must be paid only once at the time of registration.

** For registrations of non-nominated projects only accessible after successful examination of the registered project. If the label has already been downloaded, a cancellation is no longer possible. The fees/costs will not be offset against the service fees for winners in case of an award. In case of a cancellation and, if applicable, credit card payment already made, the transactions will be reversed.
Components of the Nominee Package:

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Nominee	• Unlimited use of the „Nominee" label for own communication measures • Personalised document as PDF • Social Media frames for own measures • Text modules for use in communication measures

6.2 Payment of the registration

The registrant will receive an invoice for the fees and costs. In addition, payment by credit card is possible in the registration process; the data processed in the credit card payment process is carried out by the payment processor Stripe, Inc., their General Terms and Conditions (www.stripe.com) apply. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. All prices are per registered project plus the applicable statutory value added tax.

The applicant must ensure the correct spelling of the invoice address (legal form, address); the German Design Council reserves the right to charge a lump sum of EUR 50.00 for subsequent changes to the invoice. A different invoice recipient can only be issued to a subsidiary or affiliated company.

If the German Design Council does not receive payment on time, it reserves the right not to present the registered project to the jury.

With a valid registration, the registrant is obliged to pay the fees and costs. Failure to pay the registration fee does not result in deregistration or termination; the contractual obligations entred into therefore remain in force.

6.3 Service fees/costs for winners

In the case of an award, the following service fees apply depending on the award (per award).

Winner	3,990.00 EUR
Gold	4,990.00 EUR
Best of Best	6,990.00 EUR

6.4 Payment service fees/costs for winners

The registrant will receive an invoice for these service fees and costs for winners. All prices are per award plus the applicable statutory value added tax. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. Selection/non-use of the services in case of an award is excluded. The German Design Council is entitled to assert additional claims for damages if the relevant service fees/costs for winners have not been received in due time.

Even if the project is not submitted in digital, the German Design Council reserves the right to present this project to the jury with the images submitted in the online registration. In this case, this project can also be awarded accordingly, with all associated costs and fees.

Companies have the opportunity to apply for funding. The guidelines stated in the application apply. The funding includes the waiver of the service fees/costs incurred by the winners. The registration fees/costs, the Nominee Package as well as other optional services are not affected by this cost waiver. The application must be submitted by the deadline. The application form is online available.

6.5 Service benefits for winners:

Winner	• Unlimited use of the Winner label for print and web applications • Two personalised documents in a high-quality frame • Whitepaper and templates for press activities • Presentation of the brand/project in the online gallery with linking • Access to further fee-based marketing services products • Invitation to the German Brand Convention • Invitation to the awards ceremony in Berlin and receipt of the personal document* • Professional photos in front of the photo wall • Short clip on the project suitable for social media • Statement by the jury in German and English
Gold	• Unlimited use of the Gold label for print and web applications • Two personalised documents in a high-quality frame • Whitepaper and templates for press activities • Presentation of the brand/project in the online gallery with linking • Access to further fee-based marketing services products • Invitation to the German Brand Convention • Invitation to the awards ceremony in Berlin and receipt of the personal document* • Professional photos in front of the photo wall • Short clip on the project suitable for social media • Statement by the jury in German and English • Target group-specific advertisement on Meta with linking • High-quality award sculpture with label
Best of Best	• Unlimited use of the corresponding Best of Best label for print and web applications • Two personalised documents in a high-quality frame • Whitepaper and templates for press activities • Presentation of the brand/project in the online gallery with linking • Access to further fee-based marketing services products • Invitation to the German Brand Convention • Invitation to the awards ceremony in Berlin and receipt of the personal document* • Professional photos in front of the photo wall • Short clip on the project suitable for social media • Statement by the jury in German and English • Target group-specific advertisement on Meta with linking • High-quality award sculpture with label • The awards ceremony will take place on stage during the award show

*Participation is only possible after binding and in time registration and under consideration of the available ticket contingent.

6.6 Contractual penalty regulation in the event of improper use of nominee services

If the registrant uses contents of the Nominee Package or if the registrant advertises with a nomination although he has neither purchased the service, nor was nominated, a contractual penalty in the amount of EUR 10,000.00 shall be payable for each violation.

6.7 If the service fees/costs for winners (to be seen under section 6.3) are not paid within the payment period of the first invoice, there is no claim to the full services of the corresponding service package.

6.8 By registering the project, the applicant agrees, in the event of an award, not to publish the label until the end of the communication embargo (as communicated in advance by e-mail).

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7. PUBLICATIONS

7.1 To document the award, publications of the winners are available in the online gallery and on selected channels. The German Design Council is responsible for the design of all documentation.

7.2 The German Design Council is only liable to the extent specified in section 3.1 for intentional or grossly negligent design errors. A refund of service fees/costs for winners is not possible.

7.3 For the publications, the German Design Council will use the text and/or image material which the registrant has already provided in connection with the registration pursuant to section 3.

When making the images available, the registrant is expressly obliged to inform the German Design Council whether third parties (e.g. photographers) are to be named in the online gallery. The metadata submitted by the registrant with the photograph, if provided by the registrant, remain unchanged. In all other respects, reference is made in section 8.

The graphic appearance of the publications and communication tools corresponds to the overall layout specified by the German Design Council. The approved image and text templates of the registrant are designed by the German Design Council. The registrant has no entitlement to influence the design and layout.

7.4 The German Design Council reserves the right to reject submissions on the basis of uniform, objectively justified principles due to their technical form or local origin; the same applies if the content violates laws or official regulations or if publication is unreasonable for the German Design Council. If the registrant is responsible for the refusal, the costs incurred up to that point must be reimbursed to the German Design Council. Any claims for damages are excluded; in all other cases, the German Design Council is liable in accordance with the provisions of section 3.6.

7.5 The documents will be sent to the address provided by the registrant after the awards ceremony, unless they were handed over during the awards ceremony. In the event of complications due to incorrect delivery information, any costs for a new delivery must be paid by the registrant.

8. INDUSTRIAL PROPERTY RIGHTS

8.1 Projects that violate an industrial property right (trademark, brand name, utility model, patent or similar) are excluded from participation. Each registrant must inform the German Design Council whether any legal proceedings (competition, patent, trademark or copyright disputes in connection with the registered project) are pending with regard to the registered project. Only the registrant is liable for damages, in particular for claims by third parties arising from the violation of these General Terms and Conditions; the registrant shall also indemnify the German Design Council against all claims upon first request.

8.2 The copyrights to the projects submitted to the award (photos, videos and texts) remain with the respective registrant at all times. The registrant grants the German Design Council the rights of use and publication for the award and the associated services. In particular, the registrant must ensure that the corresponding rights of use (e.g. of photographs) exists. The registrant shall be exclusively liable for all damages incurred by the German Design Council as a result of the violation of these (possibly insufficient) rights of use and shall indemnify the German Design Council against all claims upon first request. The registrant is not entitled to a usage fee.

When photos are uploaded, it is not guaranteed that the metadata of the image will always be maintained. Only the registrant is liable for damages, in particular for claims by third parties resulting out of any inaccuracies and associated claims by third parties through the metadata indicated; the registrant shall also indemnify the German Design Council against all claims upon first request.

8.3 Photographs and video material taken on behalf of the German Design Council at events shall be used by the German Design Council exclusively for documentation, reporting and advertising purposes. By registering, the registrant agrees to this use. This consent can be revoked informally at any time (e.g. by email to the address **presse@gdc.de** or in writing to the German Design Council).

9. GERMAN DESIGN COUNCIL'S LIABILITY

Should it not be possible to publish the online gallery, to hold the award ceremony or to hold the German Brand Convention in full or on time due to force majeure, the registrant derives no claims from this. In all other cases, German Design Council is liable in accordance with the provisions under section 3.6.

10. SEVERABILITY CLAUSE

Should individual provisions of these General Terms and Conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

11. ACKNOWLEDGEMENT, PLACE OF JURISDICTION

At the time of registration specified under section 3 above, the registrant confirms that they have read and understood these General Terms and Conditions. Acknowledgement of these General Terms and Conditions is documented by the successful confirmation of registration at the latest. A successful registration only results from previous confirmation of these General Terms and Conditions. This confirmation certifies that the registrant has read, understood and accepted the General Terms and Conditions. The award conducted on the basis of these General Terms and Conditions is not intended for consumers. The registrant hereby agrees that their project will be entered to the award.

The place of performance and jurisdiction for the contract is Frankfurt am Main. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal actions is Frankfurt am Main.

12. ORGANISATION

Branch office of the award and contact for queries:

Rat für Formgebung Service GmbH
Messeturm
Friedrich-Ebert-Anlage 49
60327 Frankfurt am Main
T +49 69 24 74 48 642
F +49 69 24 74 48 700
brandaward@gdc.de

Branch office of the award for registrants located in the People's Republic of China, Taiwan , Macao SAR or Hong Kong SAR

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