

# ICONIC AWARDS 2021: Innovative Interior



## 1. FOUNDATIONS

The ICONIC AWARDS: Innovative Interior are presented annually by the German Design Council. The competition is organised by the Rat für Formgebung Medien GmbH (German Design Council).

The following General Terms and Conditions form the exclusive contractual basis for participation in the ICONIC AWARDS 2021: Innovative Interior (competition) between the German Design Council and the competition 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

The competition is open to entries (projects) that can be assigned to at least one of the following categories:

Bathroom and wellness • Building fixtures • Furniture • Kitchen and household • Lighting • Office and workplace • Outdoor products • Textiles • Wall, floor, ceiling •

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. There are no limits on the number of entries each firm can submit.

## 3. JUDGING

An independent expert jury will decide the competition winner. The jury is comprised of representatives from design, trade and media. Projects should stand out with regard to the following aspects:

Degree of innovation • Design quality • Ecological sustainability, ecological quality • Ergonomics • Functionality and usability • Longevity • Marketing concept and marketing innovation • Overall concept • Product aesthetics • Practical value • Safety and accessibility •

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.

## 4. REGISTRATION, SUBMISSION AND INSURANCE OF PROJECTS

4.1 The German Design Council will send registrants a written invitation to take part in the competition. The letter contains a personal password and login for each registrant. The projects can be registered to the competition in the personal account at <https://mdc.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 competition.

Registration is binding and gives rise to the obligation to pay the associated fees and costs in full. The German Design Council will allow a registration to be cancelled free of charge if a written notice of cancellation is addressed to [interior@german-design-council.de](mailto:interior@german-design-council.de) within 14 days of the date of registration (a failure to send or provide material to be judged as a contribution by the jury is not deemed a cancellation). After the expiry of the 14-day period, the fees/costs at registration specified in section 6 is no longer refundable and the participant'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 the event of an award, the registrant's details and those of the registered projects will be used for the competition exhibition, press releases, the ICONIC catalogue and the ICONIC Directory and processed in accordance with the legislator's privacy regulations. The German Design Council assumes no liability for incorrect or erroneous information.

4.2 For the jury meeting, the registrant may upload image and text material at the online registration or submit in exceptional cases and after prior consultation, digital media or product samples of the projects for the award. The data can be uploaded via the link provided in the registration confirmation.

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

All projects/product samples (and packaging) must be marked with the provided project ID and these must be clearly visible on delivery. Loss and/or non-consideration of unmarked projects are at the registrant's own expense. The burden of proof for proper labelling lies with the registrant.

The type of delivery and collection depends on the choice made at registration.

4.3 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.

4.4 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.

4.5 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 disposed.

Following self-assembly, the registrant must take any packaging material with them.

4.6 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.

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

4.8 If the registrant has chosen to provide presentation charts via Printing Service during the online registration for the award, the print-ready data (PDF) must be uploaded by the specified deadline after successful online approval. Print data submitted after the deadline will not be considered. For the evaluation, data is then taken from the MDC (to be seen under section 4.1).

The costs for the Printing Service (to be seen under section 6) are included in the



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fees at registration. The service includes printing and production of the presentation charts (DIN A2, 1 piece) as well as delivery to the jury session. A return shipment after the jury session is not included. Unless otherwise notified by the registrant, the presentation charts will be disposed of after the jury session.

4.9 For registrants who have their registered office in China, Taiwan or Hongkong, 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).

## 5. 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.

## 6. FEES/COSTS

### 6.1 Fees/Costs at registration

Fees at registration

Competition registration per project*	320.00 EUR
Competition registration per project* by 18.09.2020	235.00 EUR

\*includes Printing Service

Costs at registration

Project handling project samples*	Size S	75.00 EUR
	Size M	450.00 EUR
	Size L	680.00 EUR
	Size XL	830.00 EUR
Project handling digital submission		75.00 EUR

\*The organizational fee for the jury meeting depend on the size of the projects. These costs are also calculated upon self-assembly of the projects:

Size S: Length/width/height of the project each up to 0,5 m and up to 5 kg  
 Size M: Length/width/height of the project each up to 1 m and up to 20 kg  
 Size L: Length/width/height of the project each up to 2 m and up to 50 kg  
 Size XL: Length/width/height of the project each over 2 m and over 50 kg

The organizational fee is calculated according to the number of projects sent in for the jury session for the individual categories. If the actual project size is adjusted, the costs for project handling will be recalculated.

### 6.2 Payment

The registrant will receive an invoice for the fees and costs at registration (applies only to registrants from Germany). Registrants from outside Germany pay either

by PayPal or by credit card; the data processed in the credit card payment process is carried out by the third party payment processor, its General Terms and Conditions 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.

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 entered into therefore remain in force.

### 6.3 Service fees/Costs for winners

Service fees for winners

Selection*	1,850.00 EUR
Winner**	2,750.00 EUR
Best of Best***	2,950.00 EUR

\*The award entitles the winner to unlimited use of the Selection, Winner and Best of Best labels for a period of three years from the date of award.

\*\*Includes an entry in the ICONIC catalogue, in the ICONIC Directory as well as digital presentation of the winning entry in the exhibition.

\*\*\*Includes a full-page entry in the ICONIC catalogue, in the ICONIC Directory as well as physical presentation of the winning entry in the exhibition.

Costs for winners

Organizational fee »Winner« and »Best of Best«*	Size S	300.00 EUR
	Size M	450.00 EUR
	Size L	680.00 EUR
	Size XL	830.00 EUR
Organizational fee digital presentation		300.00 EUR

\*The organizational fee for the exhibition depend on the size of the projects. These costs are also calculated upon self-assembly of the projects:

Size S: Length/width/height of the project each up to 1 m and up to 20 kg  
 Size M: Length/width/height of the project each up to 2 m and up to 100 kg  
 Size L: Length/width/height of the project each up to 3 m and up to 200 kg  
 Size XL: Length/width/height of the project each over 3 m and over 200 kg

### 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 original, digital or chart form, the German

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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 that are not in a position to bear the service fees/costs incurred for winners for economic reasons may apply for a waiver of these costs in justified cases. The fees/costs at the time of registration are not affected by this cost exemption. The application must be submitted in due time. The application form is available for download in the personal login area.

6.6 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 services of the corresponding service package.

## 7. PUBLICATIONS

7.1 To document the award, a publication of the winners is published in the ICONIC catalogue as well as in the ICONIC Directory. If a project receives an award, it will be shown publicly in an exhibition conceived to run in parallel with the award ceremony. The German Design Council is responsible for the design of all documentation.

The registrant undertakes to make the project available again for the exhibition upon request. In this case, the same conditions as those listed under sections 4 and 5 apply to delivery and collection as well as to liability and insurance.

The German Design Council is responsible for the design of the exhibition and the placement of the projects within the exhibition. Due to the limited space available at the exhibition, only one copy per award-winning project can be integrated into the exhibition. A maximum of three projects can be shown for collections.

7.2 The German Design Council is only liable to the extent specified in section 4.1 for intentional or grossly negligent design errors. In the event that the printing of the entry is partly or totally illegible or incomplete, the registrant has the right to a price reduction to the extent the purpose of the entry was impaired or to a flawless replacement entry. A refund of service fees/costs for winners is not possible.

7.3 For the publication (catalogue and online exhibition), the German Design Council will use the text and/or image material which the registration has already provided in connection with the registration pursuant to section 4.

Before publication, the registrant receives a request from the German Design Council to release the text and/or images for this purpose. If the data is not released within the specified period, the German Design Council will use the text and/or images that the registrant has already provided in connection with the registration according to section 4 above.

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 publication. 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 this website corresponds to the overall layout of the catalogue and is designed by the German Design Council according to the picture and text templates of the registrants. The registrant has no entitlement to influence the design and arrangement of the booked page.

If the service fees/costs for winners (specified under section 6.3) are not paid within the payment period, no claim exists for entry in the catalogue.

7.4 Text and/or image material that does not reach the German Design Council on time cannot be considered despite given confirmation. In this case, however, the service fees/costs for winners will be invoiced to the registrant. The German Design Council reserves the right to refuse entry orders on the basis of uniform, objectively justified principles due to their technical form or 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 Point 4.6. The registrant of the winning project will receive a free copy of the catalogue (per registrant).

7.5 The Services (catalogue and certificates) will be sent to the address provided by the registrant after the award ceremony. If delivery is not possible, it will not be repeated. Due to incorrect information, any costs for a new delivery must be covered 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 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@german-design-council.de](mailto:presse@german-design-council.de) or in writing to the German Design Council).

## 9. GERMAN DESIGN COUNCIL'S LIABILITY

Should it not be possible to publish the ICONIC catalogue, the ICONIC Directory, to hold the award ceremony or to open the exhibition for the competition 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 Point 4.6.

## 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 4 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

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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 competition and contact for queries:

Rat für Formgebung Medien GmbH  
Messeturm  
Friedrich-Ebert-Anlage 49  
60327 Frankfurt am Main  
T. 49 (0)69 24 74 48 600  
F. 49 (0)69 24 74 48 700  
[interior@german-design-council.de](mailto:interior@german-design-council.de)