### DEFINITIONS

'The Awards' refers to the specific event you are applying for. 'The Awards Ceremony' shall be the event where the winners are announced; this will be detailed in your application pack. The Awards are organised by design et al, Watergate House, Watergate Street, Chester CH1 2LF United Kingdom herein referred to as 'The Organiser'. In these terms and conditions, 'You' shall mean the company submitting the application.

### 1. GENERAL

- 1. All entries must be submitted in English.
- 2. All projects must be complete with actual photography available with the exception of Concept Categories.
- 3. You must complete the application form, including as much supporting information as possible.
- 4. Applications must include high resolution images (min. 5) as stipulated in 2. IMAGES below. In the event that an application is made with low resolution images, you understand that, should the high-resolution images not be provided to The Organiser by the date requested, it will not be possible to use the project in any printed material.
- 5. No compensation will be offered if it is not possible to feature your work due to images of insufficient resolution being provided.
- 6. Entry to the awards is free however if you are successful in reaching the shortlist stage, you are required to pay an administration fee of £375 plus VAT per entry and purchase 2 tickets to the Awards Ceremony at a price of £350 inc. per ticket.

## 2. IMAGES

- 1. You must provide a minimum of 5 and a maximum of 20 images to support your application.
- 2. With the exception of concept categories, visualisations are not permitted.
- 3. Images must be high-resolution (300dpi) at least 23cm wide for portrait images, and at least 46cm wide for landscape images.
- 4. If you submit more than five images, The Organiser will choose 5 for the voting process.
- 5. Landscape images are preferred for the voting page and only landscape images will be published in the awards book if only portrait images are supplied, the image will be cropped to suit the format of the book.
- 6. It is not possible for us to include copyright notices and/ or photographer credits on images; when submitting images with your application, please ensure you have the necessary permission(s).

## 3. THE CEREMONY

- 1. The awards ceremony will be held on the date, and at the venue, stipulated in the application pack.
- 2. If an entry is shortlisted, then two representatives of your company must attend the Awards Ceremony.
- 3. Early bird tickets are available for £350 inc. per ticket.
- 4. If you require additional tickets, these will be invoiced at the same price as your original invoice.
- 5. Entrants do not receive free tickets to the ceremony.
- 6. Requests to be seated with other participants will be accommodated where possible but cannot be guaranteed.
- 7. You must inform us of any special dietary requirements at least 6 weeks prior to the event.
- 8. It is essential that the ceremony runs to schedule due to the size of the event. If you arrive late, we reserve the right to change your table so as to not impact on the venue's dinner service/ disturb other guests.

## 4. SUBMITTING YOUR INFORMATION

- 1. Wherever possible, all information should be submitted electronically.
- 2. By submitting an application form, you confirm that the information is accurate and indemnify The Organisers against any claims from third parties that the work is not your own and/ or you do not have the permission to use the information/ images.
- 3. The organisers will not be held responsible for any errors or omissions made.
- 4. By submitting the entry, you explicitly authorise The Organiser to reproduce photography and other information materials in whole or part without payment of copyright (where we are made aware of their names, photographers will be acknowledged) in articles, future promotional material and other publications at our sole discretion.
- 5. The organisers will not accept any courier charges or taxes resulting from delivery in the event submissions are sent by post/ courier.
- 6. If you are submitting one project into multiple categories please only submit one application.
- 7. If you are submitting multiple projects, please submit one application per project.

- 8. Once received, your application will be considered during the next available shortlisting meeting. As applications are shortlisted on a first come, first served basis we will be able to tell you on the same day whether or not your application was successful.
- 9. If successful, a member of the awards team will send you an invoice with the information required to complete your payment. PLEASE NOTE: We no longer process card payments over the telephone; for your security, if choosing to pay by credit/ debit card, you will be sent a secure payment link to complete payment we will never ask you to provide your card details.
- 10. Once your application is received, we will begin the PR for your entry as soon as is reasonable possible.
- 11. If your application is not successful, there will be no payment due and no agreement formed between us.

# 5. PRIVACY

1. We will process your personal data, as supplied in the application, in accordance with our Privacy Policy – www.design-et-al.com/privacy

### 6. SHORTLIST MEETINGS

- 1. Shortlist meetings will be held every Monday, Wednesday and Friday at 12.30pm GMT.
- 2. Submissions need to be received by 12pm GMT the same day in order to be presented to the panel.
- 3. Spaces in each category are strictly limited and entries will be accepted on a first-come-first-served basis.
- 4. The panel reserves the right to re-classify, re-categorise or reject any entry that does not comply with the requirements of the competition.
- 5. Successful submissions will be notified following the shortlist meeting.
- 6. All those who reach the shortlist will receive a shortlist logo that can be displayed on their website, emails and all promotional material.
- 7. Once a project has been shortlisted, it is not possible to withdraw from the competition.

### 7. WINNERS

- 1. Winners will be announced at the awards ceremony and be presented with their award.
- 2. Under no circumstances will winners be announced in advance of the awards.
- 3. Winners will receive a winner's logo that can be displayed on their website, emails and all promotional material.
- 4. The winning entry in each category will feature in an article in design et al magazine during the 12 months following the awards evening provided high resolution images are supplied.
- 5. Other shortlisted projects may be featured at the sole discretion of design et al.
- 6. No correspondence will be entered into by the organisers regarding feedback on entries and/ or results.
- 7. There is no cash prize.

## 8. PR & EDITORIAL

- 1. As part of your application, you will receive the following for each entry:
- 2. A breakdown: £3050 PR/Editorial Package + Extra
- 3. Newsletter campaign to our digital database/subscribers of industry professionals, social media announcement (Facebook, Twitter, LinkedIn, Instagram) Value £400.
- 4. Website feature and permanent place in our archive Value £400.
- 5. Inclusion in the Hardback Awards Book of shortlisted projects (images & editorial 3rd of a page) Value £2000.
- 6. An interview with the designer will be published on The Design Society with a link to your website Value  $\pounds 250$ .
- 7. Shortlisted logos: No cost attributed, the value is not quantifiable
- 8. Voting Process: No cost attributed but arguably the most valuable part of being shortlisted. Voters spending 53 minutes looking over all shortlisted projects and casting their votes.
- 9. Winning entries will be featured on our website permanently archived, and are also eligible to receive a feature within one of the design et al publications within the 12 months after the Awards Ceremony (Subject to receipt of images of sufficient quality and free of any copyright restriction, along with any other material required by the editorial department in order to complete the article).

## 9. ELIGIBILITY

- 1. Interior designers, owners, multiprofessional teams, product designers, and any other companies working in the industry are eligible to apply.
- 2. Other associated organisations (for example PR or advertising agencies) may also enter on behalf of their clients, with consent.
- 3. You may only be shortlisted for a maximum of 2 projects per category; but you are welcome to enter as many separate categories as you wish.
- 4. Projects can be submitted in more than one category where relevant.

## **10. JUDGING**

- 1. design et al awards are different to other design awards as they are not judged by a panel. Shortlisted projects are presented online, and voting is open to industry professionals as well as design et al readers and clients.
- 2. The breakdown of the voting is not published and details are not made available to any participating company.

#### **11. LIABILITY**

1. Neither party shall be liable for any damages or financial losses, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

#### **12. NO OBLIGATION**

1. This Agreement does not create any obligation and shall not be construed as creating an obligation or to indicate intent to enter into any future contract or agreement.

#### **13. DISQUALIFICATION**

- 1. Failure to comply with any part of this agreement will result in your disqualification from The Awards.
- 2. No refunds will be given in these circumstances.
- 3. Failure to pay an invoice will result in disqualification from the awards. In this event, you will be further invoiced for the value of PR and Marketing received.
- 4. The Organiser reserves the right to charge Statutory Interest, Statutory Late Fees and reasonable legal fees and other expenses in collecting unpaid invoices.

#### 14. CANCELLATION, POSTPONEMENT & FORCE MAJEURE

- The Organiser shall not be deemed to be in breach of this Agreement or otherwise liable to The Sponsor for any failure or delay in performing their obligations under this Agreement as a result of an event or series of connected events outside of their reasonable control and/ or the reasonable control of their sub-contractors and/or suppliers as applicable (including, without limitation, strikes or other industrial disputes, health pandemics, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm).
- 2. It may be necessary for The Organiser to alter the advertised content, timing, date and/or location of the Event. The Organiser reserves the right to do this at any time without liability to you, provided that the Event, as altered, is substantially similar to Event as originally advertised
- 3. Should an Awards Ceremony be delayed or altered due to a force Majeure Event, you agree that The Organiser shall not be responsible for any costs incurred in altering/ cancelling travel arrangements etc.

#### **15. INSURANCE**

- 1. By submitting an application, and agreeing to attend The Awards Ceremony, you warrant that you hold the necessary insurances for your employees to travel.
- 2. We strongly advise that you have sufficient travel insurance in place in the unlikely event The Awards Ceremony is postponed due to a Force Majeure Event.

#### 16. GOVERNING LAW

1. This Agreement and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

#### **17. PLACE OF JURISDICTION**

1. In case of any claims, the jurisdiction of England and Wales shall be exclusive.

#### **18. MISCELLANEOUS**

- If part or all of any clause of this Agreement is illegal, invalid or unenforceable then it will be modified to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible: will be severed from this Agreement and the remaining provisions of this Agreement will continue to have full force and effect; and:
- 2. The parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.
- 3. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

4. This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties. The parties acknowledge and agree that execution of this Agreement by electronic or digital signature shall be effective execution under the laws of England and Wales in accordance with the provisions of the Electronic Communications Act 2000 as may be amended from time to time.

-END-

LAST UPDATED: 10 JAN 2022