# **Everything You Need to Know**

# Rules/Eligibilty



#### Eligible work

To be eligible, work must have been:

Commercially released between 1 January 2016 and 18 March 2017\*

Produced in response to a genuine brief from a client

Made available to the public through legal mediums

Approved and paid for by the client

\* The eligibility period for the subcategory Digital Design / Established Platforms is from 1 January 2013 to 18 March 2017

### Ineligible work

We do not accept:

Concept designs or works created only for the purpose of entering competitions

Work entered by another party into the same category

Work entered into the D&AD Professional Awards in a previous year

Prototypes that have not been commercially released within the eligibility period\*

 Prototypes are accepted in the subcategory Product Design / Prototypes.
 Please refer to our Terms & Conditions for more information.

#### Other qualifying cases

Work is also Eligible in the cases below and given the following conditions:

If work was done pro bono for a charity:

The charity must have a contractual relationship with the entrant agency

The charity must have approved the work to run

We might ask for confirmation from the media owner if the media/airtime was provided pro-bono

If the entrant agency is also the client for the work, which falls into one of these two categories:

#### Self-promotion

Self-promotional work is eligible only if it was released commercially and made available to potential customers

In-house design and production
Business owners can enter work that
was produced in-house and made
available commercially

If the work was released for the first time before 1 January 2016 it is eligible only under one of these two conditions:

The majority of the work (only applies to campaign entries) was launched between 1 January 2016 and 18 March 2017

The work has been changed or updated and re-launch representing a significant creative development between 1 January 2016 and 18 March 2017.

#### **Submission of entries**

Work must be:

Submitted as it was originally released – only make alterations to the work if this is to meet the material requirements detailed in the Preparing your Entries PDF (download below).

Submitted in its original language – for non-English work, provide a translation as instructed in the Preparing your Entries PDF

#### **Breaching the rules of entry**

In the event that a jury queries the eligibility of an entry, we will ask you to provide documentary evidence to demonstrate the work is eligible.

If D&AD establishes that an entrant has broken the awards rules, the offending entry will be immediately suspended from the Awards and referred to the D&AD Executive advisory group.

The D&AD Executive advisory group has the right to:

Disqualify an entrant from the Awards

Bar an entrant from submitting entries to further Awards

Revoke or suspend an entrant's membership of D&AD

For full information on D&AD's policies see our Terms & Conditions.

## **Everything you need to know**

# FAQs 1/2



#### Deadlines

# When do D&AD Awards entries open?

Entries for the D&AD Awards 2017 open on 1 November 2016.

# When will entries close? / What is the entry deadline for 2017?

The deadline for completing entries online is 15 February 2017. There will be one short extension, but a 20% late entry fee will apply to all entries completed after 15 February 2017.

# When is the deadline to post my entry materials?

Physical entry materials have to reach D&AD by 1 March 2017.

#### Prices

#### How much does it cost to enter?

Download the Category and Price Finder below.

## Can I get a discount on entries?

You'll get a 10% discount on any entries completed and paid for by 14 December 2016. Also, paid D&AD Members that are freelancers get a 20% discount on entries. Contact us to obtain a discount code.

# Where does the money I spend on my entries go?

By entering the D&AD awards, you're helping fund the D&AD Foundation. The Foundation connects D&AD's extensive network of professionals with new creatives, helping them develop their skills from student level up to the end of their third year in industry, a key development period. The Foundation issues monetary support for work placements, project bursaries, short courses and small training grants.

### Eligibility

#### Who can enter?

Companies and freelancers from all over the world (the D&AD Awards received entries from 76 countries last year). You don't need to be a member of D&AD.

# What work is eligible to enter into D&AD?

To be eligible, work must have been commercially released for the first time between 1 January 2016 and 18 March 2017\*. It must not have been entered in previous years. Please read the entry rules for full details.

\* The eligibility dates for a limited number of categories can vary. Please refer to the entry rules for more information.

# Can two companies enter the same work?

Two different entrants cannot enter the same work in the same sub-category. If your project is a collaboration with other companies/individuals, check they haven't entered it first. In case of duplicate entries, we will only accept the entry that was paid first.

#### Can I enter work if I am the client?

Yes, clients can enter work produced for them either internally or by an external agency (as long as it has not been entered by the external agency in the same category – see previous question).

### Can I enter self-promotional work?

Yes, you can enter self-promotional work (for example corporate identity for your own company), but only if it was released commercially and made available to potential customers. This excludes reels and portfolios.

# Can I enter work done for free for a charity?

Work done by an agency pro-bono for a charity can be entered if: the charity has a contractual relationship with the entrant agency and the work has been approved to run by the charity. If the media/airtime was provided pro-bono, we reserve the right to ask for confirmation from the media owner.

#### Categories

#### What categories can I enter?

Download the category & price guide below for a full list of categories. How many categories can I enter? You can enter the same work into as many categories as you like, both as a single entry and as part of a campaign.

## Making payments

### What payment methods are accepted?

Bank transfers and credit card payments. Cheques are not accepted. For bank transfers, the total amount has to be transferred within seven days of completing your entry online.

#### Where can I find D&AD's bank details?

These will be on your invoice, and will show in your online account once you specify you are paying by bank transfer.

# **Supporting information**

# Do I have to enter credits for the work e.g. Art Director, Designer, etc.?

Yes. This year we are introducing a new scheme to collect credits during the entry process.

# What supporting information is needed for my entries?

This is detailed in the Preparing your Entries PDF, downloadable below. There will be a field to enter your supporting information once you create your entries online.

# Do I have to supply the supporting information requested?

We recommend that you do. What you say about your work will help judges understand its background and context.

# How should I write my supporting information?

Make it as clear, concise and straight-to-the point as possible.

# Do I need to provide translations?

Yes, if your work was not originally released in English. We only accept translations to be given on the online entry form not as a separate document or film. Download the Preparing your Entries guide below for more information.

## **Everything you need to know**

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#### Sending work

# How many copies of the work do I need to send?

For digital work, only one copy, even if you're entering the work into more than one category. For print work, provide one copy for each category the work is entered into.

# When is the deadline to post my entry materials?

Physical entry materials have to get to D&AD by 1 March 2017.

# How do I label my entries for posting?

They will be available on the left hand side of the entry site when you log into your account.

#### What address do I send entries to?

Our address is: D&AD Awards, 96 Hanbury Street, London, E1 5JL, United Kingdom. You'll also find this address on the postage labels.

# How do I send work from outside the UK?

Mark your package as 'Competition material: no commercial value'. If you need to indicate the value of the goods in the package, use a token value, for example \$1 per entry. Make sure you have settled all shipping costs and customs fees before sending your entries. If not, your package could be held up in customs or refused at our office because of extra shipping costs.

# How will I know if my package has arrived?

We won't notify you when we receive your package. We will only get in touch if your package doesn't make it to our office.

#### **Announcement of results**

# When will I know if my work is successful?

Judging starts 22 April 2017, and we will announce results as they are confirmed at www.dandad.org. Between 23 to the 27 April 2017 we will send an official confirmation of the results to the person registered as the main contact for the entries.

# What happens if my work is successful?

Winning work will receive a coveted D&AD pencil at our Awards Ceremony, will be exhibited at the D&AD Festival post judging week, displayed at creative agencies all over the world and featured in the D&AD Annual and online archive – the definitive guide for creatives all around the world.

#### Contact / Get in touch

Our awards team are on hand to help, wherever you are in the world.

If you've begun entering and have a question, get in touch with:

#### Marie Dryden T +44 (0) 207 840 1178

If you're thinking about entering and would like some guidance, speak to our local teams:

## Australia and New Zealand

Louise Byrnes T +61 (0) 413 084 803

### China and Southeast Asia

Lisa Wang T +44 (0) 7500441058

### Europe/North America

Giulia Floris-Aresu T +44 (0) 207 840 1138 & Harriet Lowndes T +44 (0) 207 840 1143

# India, Middle East and Africa

Raj Kiran-Chowdaboyina T +44 (0) 207 840 1177

### Japan

Kotoko Koya T +81 90 4736 5965

## Brazil/Portugal/Mozambique

Thiago Noronha T +44 (0) 207 840 1173

### South America

David Tojo-Baymiller T +44 (0) 207 840 1118

## UK/USA

Luke Archer T +44 (0) 207 840 1119

# **Everything you need to know**

## How to enter



#### Key dates

### 1 November 2016

Open for entry

**14 December 2016** 

Early bird deadline

15 February 2017

Deadline

1 March 2017

Extended deadline

## **Judging process**

For all categories, judges will consider three criteria.

In order of importance, the work must be:

An original and inspiring idea

Exceptionally well executed

Relevant to its context

### Additionally:

For Media categories, judges will look for media thinking that enhances the brilliance of the creative idea and achieved success

For PR categories, judges will look for PR ideas that are themselves brilliantly creative and achieved success

For Creativity for Good categories, judges will also look for work that demonstrates the power to bring real and positive change to the world through creative thinking

In craft categories, like Editing or Illustration, work is judged first on the strength of the craft, then on how it contributes to the success of the idea

#### Why enter?

To enter awards is to invest in your future, with a high return if you win. In a recent survey conducted by D&AD, 98% of respondents felt that winning awards was good for their career, with 71% attributing the accolade directly to promotion.

72% said they felt awards helped them win new business

87% confirmed their awarded status attracted new talent to their team

84% agreed they benefited from opportunities that otherwise would not have been available

#### Contribute to a better

#### industry for all

The award judged, respected and celebrated by the very best from around the world, D&AD receives entries from over 75 countries with juries representing more than 40 nations. Our judges are passionate, disruptive and critical – they live and breathe creativity.

D&AD is a not-for-profit organisation, so the surpluses from our Awards fund the work of our Foundation – education programmes such as New Blood and other initiatives that support young people who otherwise could not have pursued creative education.

By entering, you're helping contribute towards developing the next generation of creative talent, fuelling our industry's posterity.

# Benefits of winning

Winners will receive a coveted D&AD Pencil, your work will be exhibited at the D&AD festival post judging week, showcased in exhibitions and screening in galleries and creative agencies all over the world and featured in the Annual and online archive, the definitive guide to the creatives around the world who are raising the bar by excelling at what they do.

#### How to enter

- 1.Start by uploading your media files to the Media Library. Work uploaded here is stored for later.
- 2.Go to the Dashboard and click on Create a New Entry.
- 3. Fill out the Entry Details sections. Include as much information as possible about your work.
- 4.If your work needs a digital submission, you will be asked to attach the media to the entry in the Formats & Parts tab.
- 5. The entry will move into the Ready for Payment tab on the dashboard. Select the entry and click on 'Pay for selected entries'.
- 6. The entry will move to the Paid tab where you can print your labels for physical submissions.
- 7. Print and attach your labels to your physical entries. Send physical entry materials to arrive at D&AD by 1 March 2017.
- 8.To complete your entry you will need to complete the final stage in the paid tab by entering the credit details for each of your entries.
- 9. Check all of your credits are correct before confirming as these will be the credits featured on our website and our annual if you win. You must confirm all of your credits before your entry can move to the complete tab.

## **Everything you need to know**

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#### General

Terms and conditions of entry and competition rules relating to the D&AD Awards 2016 The D&AD Awards are organised by D&AD whose registered office is at Britannia House, 68 -80 Hanbury Street, London, E1 5JL, United Kingdom.

By submitting an entry for the Awards (Entry), each person, company or organisation submitting an Entry (Entrant) accepts these Awards Rules.

The 2017Awards Qualifying Entry Period is 1 January 2016 to 18 March 2017.

## 1. Entry Criteria

- 1.1 Each Entry must comprise work that satisfies all of the following criteria:
- a. is a work of advertising or design, produced in response to a genuine brief composed in the ordinary course of a legal entity's activities for the purpose of seeking a commercial advertising or design solution which has not been commissioned as a commercial product for sale, piece of art or installation for an exhibition or gallery or similar;
- b. has been made available to the public through any medium which is legally permitted in a way that has been approved by the entity or person receiving the benefit of the advertising or design (the Client);
- c. was made available to the public for the first time in accordance with sub-paragraph b. above during the Awards Qualifying Entry Period;
- d. complies with all relevant laws and regulations (compulsory or voluntary) of the region in which it was first made available to the public;
- e. is submitted without any alterations from the work made available to the public other than such alterations as are expressly permitted under paragraph 2.2 below;
- f. has not already been entered into the same category by another Entrant;
- g. has not been submitted by any other person in any previous Awards Qualifying Entry Period unless the idea or realisation has been developed or significantly changed since the work was previously entered; and has been approved by the Executive Creative Director or equivalent of the leading agency to be entered into the D&AD Awards.
- 1.2 For the avoidance of doubt the following shall not be deemed to be eligible for entry
- (a) concept designs or work created solely for the purpose of entering the Awards or other awards;
- (b) fly-posting is not accepted as a legally permitted medium;
- $\hbox{(c) entries only on display at an agency's, client's or other office/establishment shall not be eligible;}\\$
- (d) Entries that are part of a publication intended wholly or partially to make work eligible for the D&AD Awards or other awards
- 1.3 Entrants who have entered work into sub-categories that require any assistance in VR, 360 degrees or AR to demonstrate their work must provide adequate equipment by Wednesday 1st March 2017. If unable to provide adequate equipment D&AD will provide equipment however reserves the right to not have the most updated technology.
- 1.4 Entrants that have entered beta versions and prototypes can only be awarded Wood Pencil level. Subject to any change to terms, Beta Versions and Prototype Works previously submitted may be re-submitted once subject to bona fie commercial release and compliance with the terms then in place. 'Beta Versions' means a platform, app or piece of technology that is released to market in the second or later phase of audience testing where the intended audience tries out the product or service. 'Prototype' means an early release of a product built for audience testing.

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#### 2. Submission of Eligible Entries

- 2.1 Entries must be submitted in the correct format and media as detailed in the Preparing your Entries PDF unless otherwise agreed with D&AD. Please read our withdrawals and surcharges rights at clauses 10 & 11 carefully.
- 2.2 Alterations may be made to work comprising an Entry for the sole purpose of satisfying the Preparing your Entries document requirements for the presentation of Entries. Such permitted alterations, if necessary for such compliance, may include re-sizing and mounting print advertising and dubbing non-English film Entries with translated voice-overs. Alterations to colours, artwork or copy, or changing the language of the type copy shall not be permitted in any circumstance.
- 2.3 All advertising and design work that has been issued to the public in a language other than English is eligible for entry, but a translation must be supplied in the form of subtitles, dubbing, narration, translation of radio script or printed translation depending on Category requirements. Translations provided in a format other than that listed is not permitted and may result in an entry being disqualified.
- 2.4 Entrants will submit an Entry into a specified Category. No refunds will be given for duplicate Entries. If D&AD is not advised of duplicate Entries by Entrants promptly, only the first Entry to be paid for and received will be accepted.
- 2.5 . If the Entrant has collaborated on a piece of work with any other entity or person, it is the Entrant's responsibility to ensure that:
- a. The Entry is only submitted by one of the collaborating parties who will be the designated Entrant and will be responsible for administering all aspects of the Entry.
- b. If the Entry qualifies for an Award, the names and other details of all other individuals and companies who have collaborated are provided to D&AD in response to a request for credit information in accordance with clause 5.
- 2.6 D&AD reserves the right to move Entries to more appropriate Categories if deemed in D&AD's sole discretion as necessary. Such action may be taken without informing the Entrant. However, it is not the responsibility of D&AD to amend Entries or move them to different Categories if they have been entered incorrectly. Individuals will not be allowed to move Entries between Categories during judging.
- 2.7 Entries will be judged on the quality of the materials actually submitted. Entrants are urged to ensure that digital files in particular are of good quality. D&AD shall be under no obligation to request alternative or replacement materials.
- 2.8 Entrants submitting Entries concerning an integrated campaign may be required to submit specific elements of such campaign or evidence that the campaign was run across more than 1 medium.
- 2.9 Entrants must ensure that physical Entries arrive with D&AD by the Wednesday 1st March 2017 delivery deadline or no later than 5 days after online entry. Please read our withdrawals and surcharges rights at clauses 10 & 11 carefully.
- 2.10 If, after submission of an Entry an Entrant becomes aware that his/her Entry has infringed any of its country-of-origin's laws or voluntary or regulatory codes of practice the Entrant shall contact D&AD immediately to request the withdrawal of the Entry from the Awards.

## 3. Judging of the Awards

- 3.1 D&AD will appoint a jury, which shall be composed of judges who in D&AD's sole discretion have the appropriate qualifications to judge the Entries. D&AD will also provide all Entries to a panel comprising all those members who have won categories in previous Awards (**the Voting Members**) and such Voting Members will be invited to vote. Judges shall consider all Entries on the basis of the criteria explained in the D&AD Entry Rules page.
- 3.2 Entries will be judged on the basis of the materials supplied to D&AD.
- 3.3 Judging will take place between Friday 21st April 2017 and Wednesday 26th April 2017.
- 3.4 During the judging all juries are reminded of the Awards Rules and are asked to consider whether Entries comply with the

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Awards Rules. In the event that a jury queries the eligibility of an Entry, the Entrant will be required to provide such documentary evidence or supplementary information as may reasonably be required to demonstrate the eligibility of an Entry. D&AD reserves the right to (i) suspend an Entry from the Awards until such time as an investigation has been concluded; and (ii) remove an Entry from the Awards at any stage following investigation if it is not fully satisfied that the Entry is eligible and the Awards Rules have been followed.

#### 4. Judging of the Awards

4.1 Subject only to clause 7.9 below Graphite and Wood Pencil results will be posted on the awards section of the D&AD site, www.dandad.org/awards, throughout the week beginning 24 April 2017. The person named in an Entry as the main contact for the submission will be contacted during the week beginning 24 April 2017 with further information.

## 5. Request for Credits Information

- 5.2 Entrants of Graphite Pencil Entries will be required to submit full credits or any other requested material to enable use by D&AD of an Entry by Friday 31st March 2017. If such credits are not supplied in time the relevant Entry will not be eligible to receive a Pencil
- 5.3 Entrants of Entries selected for inclusion in the D&AD Annual and awards ceremony will be required to submit full credits or any other requested material to enable use by D&AD of an Entry by Friday 31st March 2017. If such credits are not supplied in time the relevant Entry will not be published in the D&AD Annual.
- 5.4 Entrants are responsible for making sure that the credits that are submitted by the deadline are correct and accurately reflect the roles of the individuals and companies responsible for that awarded Entry. Once credits have been confirmed by the Entrant, they cannot, other than in exceptional circumstances and at D&AD's absolute discretion, be changed.
- 5.5 If in its discretion D&AD accepts any amends to credits it will not be held responsible for the accuracy of such published changes in response to any requests made after the Friday 31st March 2017.
- 5.6 Individuals names, Company names and credit roles, submitted in the entry credits will be used by D&AD to calculate and determine D&AD rankings and D&AD Most Awarded winners.
- 5.7 D&AD can not guarantee that changes in entry credits that are made after Friday 31st March 2017 will be reflected in the ranking table and 2017 Most Awarded Winners.
- 5.8 It is essential that D&AD is informed if the main submission contact person changes. It is the Entrant's responsibility to ensure the accuracy of all information supplied especially for updated contact details. Entrants who do not comply with this will not be informed of the results of the competition.
- 5.9 Digital assets that are collected from Entrants for Entries at content collection stage will be used in judging in the case of disaster recovery scenarios such as fire, flood and other acts outside D&AD's reasonable control.

## 6. Action against Entrants who breach the Awards Rules

- 6.1 If D&AD reasonably believes that an Entrant or his/her Entry has broken the Awards Rules, the offending Entry shall be immediately suspended from the Awards and referred to the D&AD Executive Advisory Group on Awards Rules and Standards. The Rules and Standards Group is tasked to establish facts relating to any alleged breach and to advise the Executive Committee of Trustees of D&AD on further action or sanctions against the Entrant.
- 6.2 In addition to any other sanction referred to in the Awards Rules D&AD reserves the right to:
- 1.remove an Entry from the Awards; and/or
- 2.disqualify an Entrant from the Awards; and/or
- 3.bar an Entrant from submitting Entries to further Awards; and/or
- $4.\mbox{revoke}$  or suspend an Entrant's membership of D&AD

The decision of the Executive Committee of Trustees of D&AD as to suitable action in response to a breach of the Awards Rules shall be at the sole discretion of the Executive Committee of Trustees of D&AD and shall be final.

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#### 7. Licence to use Entries and to reference Awards

- 7.1 By submitting an Entry the Entrant hereby grants D&AD, its servants, agents, licensees and assigns an irrevocable, royalty free, non-exclusive licence throughout the world in perpetuity to use the Entry (including, without limitation, by reproducing, copying, performing, showing, playing, broadcasting, publishing, distributing or transmitting the Entry by wireless, electronic or other means, whether now or hereafter invented, or issuing copies of the Entry to the public), and to grant sub-licences of the Entry, for the purpose of D&AD's activities from time to time and as more particularly described in paragraph 7.2 below (the Licence).
- 7.2 D&AD's activities include: the promotion and running of the D&AD Awards and the D&AD Awards Ceremony; the publication of the D&AD Annual (in hard copy and electronic or online formats); the compilation of presentations, showreels or exhibitions (supported on CD or DVD, video files or any other format); the presentation of design and advertising material on internet sites or in D&AD digital asset management systems; making the Entry available to the public for viewing and/or download through D&AD internet sites or digital asset management systems or other compilations of Entries (both on a paid-for and/or free-of-charge basis); and any other activity that may enable D&AD to fulfil its charitable objective to advance the education of the community by encouraging the understanding, appreciation and commission of good design and advertising in communications media of all kinds and to raise funds to assist in achieving such objectives.
- 7.3 Entrant acknowledges that the Licence includes the right for D&AD to provide Entries for download by Voting Members for the purpose of voting and to all corporate and individual members for the purposes of research, criticism, review and/or private study.
- 7.4 From time to time D&AD receives requests to provide copies of Entries for inclusion in programming and/or publications created by third parties. Entrants acknowledge and agree that D&AD may lend or sell Entries to any such third parties provided that, in D&AD's sole discretion, such programme or publication promotes D&AD's activities and goals and such third parties include appropriate credits for the Entrant(s) who submitted such Entries.
- 7.5 Insofar as D&AD includes Entries in a digital asset management system or other archive or compilation which comprises a database such database shall be solely owned by D&AD.
- 7.6 Each Entrant agrees to assist D&AD in supporting any legal action that may be taken to prevent misuse of any D&AD publication, database, digital asset management system or other asset including Entries compiled by D&AD or the sale or distribution of any unauthorised collection or compilation of Entries.
- 7.7 D&AD will use its reasonable endeavours to ensure that all use of Entries pursuant to this licence is accompanied by a relevant credit. In reproducing any such credit D&AD shall rely entirely on information submitted by the Entrant.
- 7.8 All Pencil winners shall have the right to reference any D&AD Award status accorded to them for promotional purposes on condition that this is correctly and accurately described.
- 7.9 D&AD shall not be obliged to publish any Entry if, in D&AD's reasonable opinion, such publication would cause widespread offence or such Entry ought properly to be published on an age-restricted basis.

# **Everything you need to know**

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#### 8. Entrant Warranties

- 8.1 By submitting an Entry the Entrant warrants and represents that:
- a. the Entry is (i) original to the Entrant; (ii) does not contain anything that infringes the rights of any third party or is otherwise contrary to any law; (iii) contains nothing that is obscene, derogatory or defamatory; (iii) is not likely to bring D&AD, the Awards or the Entrant into disrepute; and(iv) complies with the Entry Criteria;
- b. it is the sole owner of the entire right, title and interest in and to the Entry, or, it has obtained all necessary consents from the owner of the Entry as shall be required for the submission of the Entry into the Awards and the granting of the Licence;
- c. it has obtained to the full extent permitted by law from all persons that made a contribution to the Entry, a grant of all relevant consents and rights required for the submission of the Entry into the Awards and the granting of the Licence;
- d. both (i) the credits indicated on the completed editorial form are correct; and (ii) if an Entry is successful, D&AD's publication of these credits in the form submitted will not infringe on any intellectual property right, moral right or other right of the Entrant or any third party or otherwise expose D&AD to any liability or bring D&AD into disrepute; and.
- e. the Entry has not been created in response to a brief where D&AD is the primary client

## 9. Indemnity

9.1 The Entrant shall indemnify D&AD and keep D&AD fully indemnified on demand from and against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensation paid by D&AD on legal advice to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of any of the warranties and representations contained in these Awards Rules or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

## 10. Payment Terms & Surcharges

- 10.1 An Entry is not considered to be an Entry by D&AD until such time as full payment is received. On receipt by D&AD the fee paid in respect of each Entry will be checked and the Entrant will be liable for any underpayment of fees. D&AD will contact the Entrant to collect any additional fees.
- 10.2 All Entries must be paid for in full at the time of entering online by credit card, or within seven working days from Entry for Bank Transfers. Work that has not been paid for will not be submitted for Judging. D&AD reserves the right to withdraw Entries for which the full payment of the Entry fee has not been received. No refund of any fees paid will be given if an Entry is withdrawn due to underpayment.
- 10.3 Entrants are to ensure that all carriage and shipping costs and custom fees are fully paid before items arrive at D&AD. Any items sent to D&AD without carriage and shipping fees fully paid will be returned to sender. The shipping invoice should be clearly marked 'Competition Material -No Commercial Value'. The value indicated should be purely nominal. D&AD cannot be held responsible for items damaged or lost in transit.

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- 10.4 Euro and American Dollar prices quoted are subject to change in line with exchange rate fluctuations. D&AD reserves the right to change the published entry fee up until the point of payment through the online site.
- 10.5 D&AD maintains the right to add a surcharge to the cost of an Entry as follows:
- (a) at 20% of the relevant Entry fee if changes are made to provided media and copy after being submitted and paid for (in addition to any late entry charges)
- (b) at 10% of the relevant Entry fee for any Entry whose physical materials arrive after the given deadline (in addition to any late entry charges)

#### 11. Withdrawing Entries

- 11.1 D&AD reserves the right, in its absolute discretion, to withdraw an Entry from the Awards, at its sole discretion, if the Entry:
- (a) is submitted after the deadline for submission; or
- (b) does not comply with the Preparing Your Entries PDF as to media and format; or
- (c) does not meet the 'Entry Criteria'; or
- (d) is otherwise liable not to qualify as an eligible Entry under these terms.
- 11.2 Entrants may cancel or remove Entries via written request (via 'Contact us' on the D&AD site) up until Wednesday 15th February 2017 after which point no Entries may be withdrawn from the Awards other than in accordance with paragraph 2.9 above.
- 11.3 D&AD is under no obligation to refund payments made for either individual Entries or groups of Entries that are withdrawn under this clause 11. In the event of a technical error it is at the discretion of D&AD to refund payments.
- 11.4 If for any reason a Pencil winning Entry has to be withdrawn, all production and other costs incurred by D&AD relating to the Entry will be charged to the Entrant. Entry fees in respect of such an Entry are not refundable.

#### 12 Property in Entries

- 12.1 D&AD reserves the right to retain all materials that accompany or form part of an Entry. All material that comprises an Entry will pass to D&AD on receipt by D&AD. Under special circumstances D&AD will return Entries, upon written request. In such cases Entrants are responsible for all shipping costs.
- 12.2 D&AD cannot in any circumstances accept responsibility for loss of or damage to Entries.

#### 13. Third Parties

13.1 From time to time D&AD may recommend third party suppliers who may be able to provide services to Entrants. D&AD takes no responsibility for the performance or suitability of such third parties.

# **Everything you need to know**

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## 14 Correspondence

- 14.1 Official correspondence with regard to the Awards or these Awards Rules must be addressed to D&AD Awards, Britannia House, 90 Hanbury Street, London, E1 5JL, United Kingdom. Telephone: +44(0)20 7840 1111, Fax: +44 (0)20 7840 0840, Contact us.
- 14.2 D&AD is a registered charity No. 305992. Registered office: Britannia House, 68 -80 Hanbury Street, London, E1 5JL, United Kingdom. www.dandad.org Registered in England. Company No. 883.

## 15. Governing Law

15.1 The Awards Rules and the Licence granted herein shall be governed and construed in all respects by the laws of England and Wales. D&AD and the Entrant hereby irrevocably submit to the exclusive jurisdiction of the courts of England in relation to any claim or dispute of any nature arising in relation to these Awards Rules or any alleged breach of them.