



**参赛作品须满足以下条件：**

2016年1月1日到2017年3月18日期间  
商业发行

—  
根据客户提供的摘要创作

—  
通过合法媒体公布

—  
客户认可并付费

\* “数字设计 / 成熟平台”子类别作品的  
参赛资格有效期为2013年1月1日到  
2017年3月18日。

**我们不接受：**

专为参赛而创作的概念设计或作品

—  
已被其他方提交参加相同类别比赛  
的作品

—  
前一年参加过“D&AD专业奖”比赛  
的作品

—  
未在参赛资格有效期内商业发行的  
原型\*

\* “产品设计 / 原型”子类别接受原型，  
但是要求在2017年9月18日之前发行。  
如欲了解更多信息，请阅读我们的  
《条款》。

**满足下述情形及条件的作品也有**

**资格参赛：**

如果作品是无偿为慈善机构创作的：

—  
参赛方必须已与慈善机构订立合同  
关系。

—  
慈善机构必须同意作品参赛。

—  
如果媒体 / 播放时间是无偿提供的，  
我们可能请媒体所有方确认。

如果参赛方是作品的客户，则具体分  
为以下两类：

自我推广：已商业发行且交给潜在客  
户的自我推广作品有资格参赛。

—  
内部设计与制作：企业所有方可提交  
内部制作且已商业发行的作品。

如果作品在2016年1月1日前首次发  
行，则须满足以下两个条件之一才有  
资格参赛：

—  
作品的大部分（仅适用于活动类）在  
2016年1月1日到2017年3月18日之  
间发布。

—  
作品因重要创意开发而于2016年1月1  
日到2017年3月18日之间被修改或更  
新，并重新发布。

**作品提交**

作品必须以最初发行时的状态提  
交。我们只接受为了满足《准备您  
的参赛作品》（PDF文件，从  
下面下载）内的材料要求而作  
出的修改。

—  
作品必须以原语言提交。如为  
非英语作品，请按照《准备您的参  
赛作品》（PDF文件）内的说明提  
供译文。

**违反参赛规则的参赛者将受到**

**以下惩罚：**

如果评判委员会对作品的参赛资格  
有疑问，我们会要求您提供能证明  
参赛资格的书面证据。

如D&AD判定参赛者违反了参  
赛规则，违规作品会立即被禁赛，  
并交给D&AD管理顾问组处理。

此顾问组有权：

—  
取消参赛者的参赛资格

—  
禁止参赛者未来参加比赛

—  
取消或暂停参赛者的D&AD会  
员资格

更多关于D&AD政策的信息见我们  
的《条款》。

**常见问题****D&AD大奖什么时候开始作品征集？**

2016年D&AD大奖于2016年11月1日开始接受参赛作品提交。

**作品征集什么时候结束？ /****2017年的截止时间是什么时候？**

在线提交作品的截止时间是2017年2月15日。设有较短延长期，但是2017年2月15日后提交的所有作品需缴纳20%的延期费。

**邮寄参赛资料的截止时间是什么时候？**

参赛资料须在2017年3月1日前寄到D&AD。

**价格****参赛要缴纳多少费用？**

从下方下载“类别和价格查询表”。

**我能否享受折扣？**

2016年12月14日前提交并付款的所有作品均可享受10%的折扣。另外，身为自由职业者的D&AD付费会员可享受20%的折扣。联系我们，获得折扣代码。

**我支付的参赛费作什么用途？**

参加D&AD比赛意味着资助D&AD基金会。基金会用新的创意连接D&AD广泛的专业人士网络，帮助他们在从做学生到入行第三年的关键时期培养技能，并为工作实习、项目助学金、短课程和小额培训资助提供资金支持。

**参赛资格****谁能参赛？**

全球各地的企业和自由职业者（去年D&AD大赛收到了来自76个国家的参赛作品）均可参赛，无需是D&AD会员。

**什么作品有资格参加D&AD大赛？**

2016年1月1日到2017年3月18日\*期间首次商业发行且未参加上年比赛的的作品有资格参赛。请阅读《参赛规则》，了解全面信息。

\* 部分类别的参赛资格有效期可能不同。请阅读《参赛规则》，了解更多信息。

**两家企业能否提交同一作品？**

两位参赛者不得在同一子类别下提交相同作品。如果您的作品是与其他企业 / 个人合作完成的，请确认作品未被他们提交。如果不只一方提交，则参赛资格属于先付费的。

**我是客户，能否提交参赛作品？**

客户可提交由内部职员或外部机构创作的作品（只要外部机构未将其提交到同一类别下 - 见前一问题）。

**我能否提交自我推广作品？**

是的，您可以提交自我推广作品（比如您公司的企业标识），但前提条件是作品已商业发行并向潜在客户公布，不包括卷轴和代表作选辑。

**我能提交无偿为慈善机构创作的作品吗？**

如满足以下条件，无偿为慈善机构创作的作品可参赛：

1. 参赛机构与慈善机构订立了合同关系。
  2. 作品得到慈善机构的认可。
- 对于无偿提供的媒体 / 播放时间，我们保留向媒体所有方确认的权利。

**类别****我可以参加什么类别的比赛？**

从下方下载“类别与价格指南”，获得完整类别清单。

**我能参加多少个类别的比赛？**

您可将同一作品提交到多个类别，作为一份作品或者一项活动的一部分。

**付款****接受什么付款方式？**

接受银行转账和信用卡付款，不接受支票。如使用银行转账，总金额必须在线完成参赛登记后7天内转账。

**去哪里查看D&AD的银行账户信息？**

银行账户信息见您的发票，或者在您注明通过银行转账付款后，见您的在线账户。

**支持信息****我必须为艺术总监、设计师等类别作品填写获奖情况吗？**

是的，今年我们会引入新的机制，用于在参赛登记期间收集获奖信息。

**我的参赛作品需要什么支持信息？**

详细信息见《准备您的参赛作品》（PDF文件），可从下方下载。在线创建参赛登记后，可在一栏中输入支持信息。

**我必须提供要求的支持信息吗？**

您对作品的介绍会帮助评委们理解作品背景，所以我们建议您提供支持信息。

**我该怎么写支持信息？**

尽量写的清晰、简洁、直接。

**我需要提供译文吗？**

是的，如果您的作品不是以英文发行的。我们仅接受随在线参赛登记表提交的译文，不接受单独的文档或影片。从下方下载《准备您的参赛作品》（PDF文件），获得更多信息。

**寄送作品****我需要寄送多少份作品？**

如为数码作品，仅需提交一份，即使参加多个类别比赛。如为印刷作品，则需为参赛各类别各提供一份作品。

**提交参赛资料的截止时间是什么时候？**

参赛资料须于2017年3月1日前寄送到D&AD。

**如何为寄送的作品贴上标签？**

使用您在线账户的“已付款”部分提供的标签。

**参赛资料寄到什么地址？**

我们的地址：D&AD Awards, 96 Hanbury Street, London, E1 5JL, United Kingdom。  
邮寄标签上也有此地址。

**英国以外地区如何寄送作品？**

在包裹上标注“竞赛资料：无商业价值”。如需在包裹在写明货物价值，请使用标记价值，比如1美元 / 参赛作品。寄送前务必支付所有运输费和海关费用。如未支付，您的包裹可能被海关扣住或者被我们的办事处拒收。

**我如何得知包裹是否已送到？**

我们在收到包裹后不会通知您，只会在包裹未寄达我们的办事处的情况下联系您。

**结果公布****我什么时候能知晓我的作品是否获奖？**

评判从2017年4月22日开始。结果会在www.dandad.org上公布。2017年4月23日到27日，正式的结果确认函会寄给登记的作品主要联系人。

**我的作品获奖后会怎样？**

获奖作品会出现在D&AD年鉴和D&AD网站上，并在颁奖夜、D&AD展览和国际活动上展出。获奖者可注明自己的D&AD大奖获得者身份，进行宣传。

**联系**

不论您身在何处，我们的比赛团队都会向您提供帮助。

如果您已参赛但有疑问，请联系Marie Dryden/电话：+44 (0) 207 840 1178。

如果您正在考虑参赛但需要一些指引，请联系我们的当地团队：

**澳大利亚和新西兰**

Louise Byrnes  
电话：+61 (0) 413 084 803

**中国和东南亚**

Lisa Wang  
电话：+44 (0) 7500441058

**欧洲和北美**

Giulia Floris-Aresu  
电话：+44 (0) 207 840 1138  
Harriet Lowndes  
电话：+44 (0) 207 840 1143

**印度、中东和非洲**

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

**日本**

Kotoko Koya  
电话：+81 90 4736 5965

**巴西 / 葡萄牙 / 莫桑比克**

Thiago Noronha  
电话：+44 (0) 207 840 1173

**南美**

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

**英国 / 美国**

Luke Archer  
电话：+44 (0) 207 840 1119



#### 关键日期：

2016年 11月1日  
提交参赛作品开始日期

2016年12月14日  
提前提交参赛作品截止日期

2017年2月15日  
截止日期

2017年3月1日  
延长截止日期

#### 评判过程

评判所有类别奖项时，评委们都会考虑三个标准。

获奖作品必须具备以下特质，按照重要性排列：

鼓舞人心的独特构想

构想得到出色表达

与背景相关

另外：

就“媒体”类而言，评委们期望看到能改善创意且已获得成功的媒体思维。

就“公关”类而言，评委们期望看到富有创意且已取得成功的公关构思。

就“公益创意”类而言，评委们期望看到能通过创意思维为世界带来真正积极改变的作品。

就“工艺”类而言，比如剪辑或插图，评委们首先看工艺本身，然后关注它如何帮助表达想法。

#### 为什么要参赛？

参赛是对您未来的投资，且获奖后可获得丰厚回报。D&AD最近的一项调查显示98%的调查对象感到获奖对自己的职业生涯有帮助，71%认为因推广而获奖。

72%认为获奖帮助他们赢得了新的业务

87%确认获奖身份帮助他们的团队吸引了新的人才加入

84%认为因获奖而获得了机遇

#### 促进行业繁荣

D&AD收到了来自超过75个国家的参赛作品，奖项由来自40多个国家的评委评判，因此得到了全世界最优秀人才的尊重与认可。评委们富有热情，崇尚突破，眼光挑剔，追求创意。

D&AD是一个非盈利组织，活动盈余用于资助我们基金会的各项工作，比如“新生力量”(New Blood)等教育计划，以及资助无法获得创意教育的年轻人。

参赛意味着您对培养下一代创意人才、促进行业繁荣作出贡献。

#### 获奖益处

所有获得D&AD奖项的参赛者的名字都会记录在我们的年鉴和网络资料库中。它们是全球追求卓越的创意人士的权威指南。

#### 如何参赛

1. 首先上传您的媒体文件到媒体库。上传的作品稍后会被分类。

2. 前往控制面板，点击“创建新参赛登记”。

3. 填写“参赛详情”部分，提供尽可能多关于您作品的信息。

4. 如果要以数字形式提交作品，系统会要求您将媒体文件添加到“格式&部分”选项卡内的参赛登记栏下。

5. 页面会从参赛登记跳转到控制面板上的“准备付款”选项卡。选择参赛登记，点击“为选中的参赛登记付款”。

6. 页面会从参赛登记跳转到“已付款”选项卡，您可在此打印作品提交标签。

7. 打印并将标签贴到参赛作品上，并于2017年3月1日前寄到D&AD。

8. 为了完成参赛登记，您需要为您的所有参赛作品填写获奖信息，以执行“已付款”选项卡上的最后一步。

9. 确认前，检查所有获奖信息是否正确，因为如您获奖，这些信息会出现在我们的网站和年鉴上。您必须确认所有获奖信息，参赛登记页面才能跳转到“完成”选项卡。

**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 2017 Awards 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;
- (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 fide 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.



## **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





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](http://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.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.



## **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.





## **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.



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.



#### **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](http://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.