

D&AD Impact

The D&AD Impact Awards (hereinafter "Awards") are organised by D&AD (registered company No. 883234, registered charity No. 305992) whose registered office is at 64 Cheshire Street, London, E2 6EH, United Kingdom.

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

The Entry is open to persons who are 18 years of age or older at the time of entry and to companies or organisations established before the Entry is submitted.

Employees of D&AD Impact and its respective members, shareholders, parents, subsidiaries, and affiliates and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter or win.

The 2019 Awards Qualifying Entry Period is 1 April 2017 to 30 September 2019.

1 Entry Criteria

1.1 Each Entry must comprise work that satisfies all of the following criteria:

— be able to reasonably demonstrate proof of concept; and

— evidence the potential for impact OR impact achieved; and

— have launched, been significantly changed or updated and re-launched within the awards qualifying entry period; and

— comply with all relevant laws and regulations (compulsory or voluntary) of the region in which it was first made available to the public; and

— has not already been entered into the same category by another Entrant; and

— has approval from all partners/stakeholders.

1.2 For the avoidance of doubt, projects created solely for the purpose of entering the Awards are not eligible.

2 Submission of Eligible Entries

2.1 Entries must be submitted in the correct format as detailed in the Entry Guide unless otherwise agreed with D&AD Impact. Please read our withdrawals and surcharges rights at clauses 11 & 12 carefully. D&AD Impact maintains the right to charge a 20% surcharge of the cost of your entry if changes are made to provided media and copy after the deadline and to withdraw Entries that do not comply with the formatting specifications as set out in the Entry Guide.

2.2 Alterations may be made to work comprising an Entry for the sole purpose of satisfying the Entry Guide requirements for the presentation of Entries.

2.3 All projects that have been formulated in a language other than English are eligible for entry, but the Entry must be comprised of written English.

2.4 Entrants will submit an Entry into a specified Category. No refunds will be given for duplicate Entries. If D&AD Impact 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 project with any other entity, it is the Entrant's responsibility to ensure that:

— 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.

— The names and other details of all other companies who have collaborated are provided to D&AD Impact as part of the entry process.

2.6 It is not the responsibility of D&AD Impact to amend Entries or move them to different Categories if they have been entered incorrectly. Entrants will not be allowed to move Entries between Categories during judging.

2.7 Entries will be judged on the information and materials provided. Entrants are urged to ensure that digital files in particular are of good quality. D&AD Impact shall be under no obligation to request alternative or replacement materials.

2.8 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 Impact immediately to request the withdrawal of the Entry from the Awards.

3 Awards

3.1 Entrants who can demonstrate that their work has made a tangible actual impact will be entered into the D&AD Impact Awards for a chance to win a Wood, Graphite, White or Black Pencil in the relevant category.

3.2 Entrants who have not yet made a tangible impact but who can demonstrate that their work has the potential for impact and has established proof of concept, will not be eligible for a Wood, Graphite, White or Black Pencil but will instead have the chance to win one of up to 10 places on the Future Impact Programme and a D&AD Future Impact Pencil.

3.3 The Future Impact Programme is a prize fund comprising a range of benefits, including mentoring, memberships, festival passes, places on the D&AD Future Impact Accelerator, opportunities (including the chance to exhibit, to pitch for financial support, etc.) and contributions towards development and travel costs. Not all winners will receive every element of the prize fund, as the prize fund will be distributed and apportioned among the winners entirely at The D&AD Impact Council's discretion; however, the full value of the prize fund will be awarded. The prize fund has a total value of around £115,000.

3.4 Before they are confirmed as winners, Entrants may be required to sign and return winner confirmation forms in order to be eligible for any prize. Entrants who do not comply with such requirements may be excluded and their entry declared invalid.

3.5 The prizes are non-transferable and there is no cash equivalent or a refund for any unused element. Winners will be responsible for any tax or withholdings applicable to any award, prize or similar, where applicable. Void where prohibited.

3.6 Further details about the Future Impact Programme may be made available from time to time in the D&AD Impact Entry Guide or at <https://www.dandad.org/en/d-ad-impact/>. These Award Rules and the Future Impact Programme may be amended or withdrawn at any time.

4 Judging

4.1 D&AD Impact will appoint The D&AD Impact Council which shall be composed of members who in D&AD Impact's sole discretion have the appropriate qualifications to judge the Entries. The Council shall consider all Entries for Impact on the basis of the criteria explained in the D&AD Impact Entry Guide.

4.2 Entries will be judged on the quality of the materials submitted. Entrants must ensure that digital files are of good quality. D&AD shall be under no obligation to request alternative or replacement materials.

4.3 Judging will take place at a time set by D&AD Impact in its sole discretion.

4.4 During judging, The Council shall be advised of the Awards Rules and shall be asked to determine whether Entries comply with the Awards Rules. In the event that a council member 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 Impact 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.

4.5 Entrants should make themselves available for judging enquiries from entry, through judging and up until the presentation of the awards.

5 Results

5.1 Details of the winners of the Future Impact Programme will be released in advance of The Impact Showcase, at a time set by D&AD Impact in its sole discretion. This is necessary so that travel to the Future Impact Accelerator can be arranged.

5.2 Results of D&AD Pencil winners will be announced during the D&AD Impact Showcase and released on dandadimpact.com. A list of winning entries will be sent to each Entrant via the email address provided by the Entrant.

6 Request for Credits Information

6.1 Shortlisted entrants may be required to submit full credits or any other requested material to enable use by D&AD Impact of an Entry by 30 September 2019. If such credits are not supplied in time the relevant Entry will not be eligible to participate in the final judging process.

6.2 Entrants are responsible for making sure that the credits that are submitted by the deadline are correct. Once credits have been confirmed by the Entrant, they cannot, other than in exceptional circumstances and at D&AD Impact's absolute discretion, be changed.

6.3 If in its discretion D&AD Impact accepts any amendments to credits, D&AD will not be held responsible for the accuracy of such published changes in response to any requests made.

6.4 It is essential that D&AD Impact 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 requirement will not be informed of the results of the competition.

7 Action against Entrants who breach the Awards Rules

7.1 If D&AD Impact establishes that an Entrant or his/her Entry has breached the Awards Rules, the offending Entry shall be immediately suspended from the Awards and referred to the D&AD Impact 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 Impact on further action or sanctions against the Entrant.

7.2 In addition to any other sanction referred to in the Awards Rules D&AD Impact reserves the right to:

— remove an Entry from the Awards; and/or

— disqualify an Entrant from the Awards; and/or

— bar an Entrant from submitting Entries to further Awards.

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

8 Licence to use Entries and to reference Awards

8.1 By submitting an Entry, the Entrant hereby grants D&AD Impact, 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 Impact's activities from time to time and as more particularly described in paragraph 7.2 below (the Licence).

8.2 D&AD Impact's activities include: the promotion and running of D&AD Impact and D&AD Impact Awards Showcase; 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 Impact digital asset management systems making the Entry available to the public for viewing and/or download through D&AD Impact internet

sites or digital asset management systems or other compilations of Entries (both on a paid-for and/or free-of-charge basis); the organisation and management of the Future Impact Programme, a combination of mentoring, training and PR opportunities.

8.3 From time to time D&AD Impact 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 Impact may lend or sell Entries to any such third parties provided that, in D&AD Impact's sole discretion, such programme or publication promotes D&AD Impact's activities and goals and such third parties include appropriate credits for the Entrant(s) who submitted such Entries.

8.4 Insofar as D&AD Impact 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 Impact.

8.5 Each Entrant agrees to assist D&AD Impact in supporting any legal action that may be taken to prevent misuse of any D&AD Impact publication, database, digital asset management system or other asset including Entries compiled by D&AD Impact or the sale or distribution of any unauthorised collection or compilation of Entries.

8.6 D&AD Impact 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 Impact shall rely entirely on information submitted by the Entrant.

8.7 All winners shall have the right to reference any D&AD Impact Award status accorded to them for promotional purposes on condition that this is correctly and accurately described.

8.8 D&AD Impact shall not be obliged to publish any Entry if, in D&AD Impact's reasonable opinion, such publication would cause widespread offence or such Entry ought properly to be published on an age-restricted basis.

9 Entrant Warranties

9.1 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; and (iii) contains nothing that is obscene, derogatory or defamatory; and

— **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; and

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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; and
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d. both (i) the credits indicated on the completed editorial form are correct; and (ii) if an Entry is successful, D&AD Impact's publication of these credits in the form submitted will not infringe on any moral or other right of the Entrant or any third party.

10 Indemnity

10.1 The Entrant shall indemnify D&AD Impact and keep D&AD Impact 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 Impact 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.

10.2 By entering the Awards, Entrants waive the right to claim any ambiguity or error in these Award Rules or in the Awards themselves. D&AD Impact is not responsible for lost, late, stolen, damaged, inaccurate, incomplete, or counterfeit Entries or data corruption, theft, destruction, unauthorized access to or alteration of Entries or otherwise. D&AD Impact is not responsible for any other errors, malfunctions or problems of any kind, whether printing, typographical, technical, human or otherwise, errors or problems relating to or in connection with the Awards, including, without limitation, errors, malfunctions or problems which may occur in connection with the administration of the Awards, the announcement of the Awards, the judging, or in any Awards-related materials. D&AD reserves the right, at its sole discretion, to modify or terminate the Awards should any technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness or proper conduct of the Awards. D&AD reserves the right, at its sole discretion, to disqualify any Entrant from the Awards if his/her/its fraud or misconduct affects the integrity of the Awards or who is otherwise in violation of these Entry Rules, as determined by D&AD in its sole discretion, and void all associated Entries. You are not an award recipient until your eligibility has been verified, and it is determined that you have complied with all terms of these Award Rules.

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ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE AWARDS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, D&AD IMPACT RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, COMPANY OR ORGANISATION TO THE FULLEST EXTENT PERMITTED BY LAW.

11 Payment Terms & Surcharges

11.1 An Entry is not considered to be an Entry by D&AD Impact until such time as full payment is received. On receipt by D&AD Impact the fee paid in respect of each Entry will be checked and the Entrant will be liable for any underpayment of fees. D&AD Impact will contact the Entrant to collect any additional fees. If payment is not required, the Entry will be considered an Entry when all fields are completed and submitted through the Entry system.

11.2 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 where payment is required, will not be submitted for Judging. D&AD Impact 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.

11.3 D&AD Impact maintains the right to add a surcharge to the cost of an Entry as follows: at 20% of the relevant Entry fee if changes are made to provided media and copy after being submitted and paid for.

12 Withdrawing Entries

12.1 D&AD Impact reserves the right, in its absolute discretion, to withdraw an Entry from the judging process at any time. D&AD Impact may do this where it is discovered, at its sole discretion, if the Entry:

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is submitted after the deadline for submission;

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does not comply with the Entry Guide as to format of the Entry;

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does not meet the criteria laid out under point 1, 'Entry Criteria' above.

12.2 Entrants may cancel or remove Entries via written request (via 'Contact us' on the D&AD Impact site). It is at D&AD Impact's absolute discretion to grant such requests.

12.3 D&AD Impact is under no obligation to refund payments made for either individual Entries or groups of Entries that are withdrawn under this clause 12. In the event of a technical error it is at the discretion of D&AD Impact to refund payments.

12.4 If for any reason a winning Entry has to be withdrawn, all production and other costs incurred by D&AD Impact relating to the Entry will be charged to the Entrant. Entry fees in respect of such an Entry are not refundable.

13 Third Parties

13.1 From time to time D&AD Impact may recommend third party suppliers who may be able to provide services to Entrants. D&AD Impact 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 Impact, 64 Cheshire Street, London, E2 6EH. Alternatively contact us by emailing impact@dandad.org.

15 Governing Law

15.1 These Awards Rules, the Entry Guide and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, shall be governed and construed in all respects by the laws of England and Wales.

15.2 Each party irrevocably agrees, for the sole benefit of D&AD that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Awards Rules, the Entry Guide or their subject matter or formation. Nothing in this Rule 15.2 shall limit the right of D&AD to take proceedings against the an Entrant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.