

# D&AD Awards 2020

## Terms & Conditions - COVID-19 Amendment



### Key Dates:

**Super Earlybird Deadline:** 8 January 2020

**Earlybird Deadline:** 19 February 2020

**Entry Deadline:** 11 March 2020

**Extended Entry Deadline:** 3 April 2020

**Shortlist Announced:** 16 May – 26 June 2020



The D&AD 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.

These are the terms and conditions that apply to the D&AD Awards (“Awards Rules”). These Awards Rules consist of the General Rules and the Entry Criteria.

These Terms and Conditions should be read in conjunction with the D&AD Awards 2020 Entry Kit, available at: [www.dandad.org/awards](http://www.dandad.org/awards), which also applies to all entries into the D&AD Awards. If there is a conflict or inconsistency between these Awards Rules and the Entry Kit, these Awards Rules shall take precedence to the extent necessary to resolve the conflict or inconsistency. By submitting an entry for the D&AD Awards (“Entry”), each person, company or organisation submitting an Entry (“Entrant”) warrants and represents that they are eligible to enter the D&AD Awards and accepts and agrees to comply fully with these Awards Rules and the Entry Kit.

## **General Rules**

### **1. Awards Qualifying Entry Period**

1.1 In order to be eligible for entry into the D&AD Awards, all submissions must relate to work that was commercially released or otherwise made available to the public during the periods specified in the Rules/Eligibility section of the Entry Kit (“Awards Qualifying Entry Period”). The only exception to this is the Future Impact Category, where a qualifying entry period does not apply.

### **2. Submission of Eligible Entries**

2.1 Entrants must submit their Entry in one of the categories specified in the Award Categories section of the Entry Kit (each a “Category”). All Entries must comply with the applicable entry criteria specified in the Entry Criteria section of these Awards Rules. Entries must be submitted in the format and media applicable to the relevant Category, as specified in the Submission Formats section of the Entry Kit, unless otherwise agreed in writing with D&AD. No Entry is valid until full payment in cleared funds have been received by D&AD in respect of such Entry in accordance with Rule 10.

2.2 Entries must be submitted in the form originally released commercially or otherwise made available to the public. Alterations may only be made to work comprising an Entry for the sole purpose of satisfying the requirements for the presentation of Entries. Requests for format alterations outside of those listed in the Entry Kit will not be accepted.

2.3 Entries in a language other than English are eligible for entry, but a translation must be supplied in the format applicable to the relevant Category as specified in the Entry Kit (for example, subtitles, dubbing, narration, translation of radio script or printed translation). Translations provided in a format other than those specified in the Entry Kit are not permitted and may result in entries being disqualified. For categories where writing is judged, translations are not applicable as all entries must be originally released in English.

2.4 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 in the D&AD Awards, the names and other details of all other individuals and companies who have collaborated are provided to D&AD as part of the Entry submission process or otherwise in response to a request for credit information in accordance with Rule 5.

2.6 Entrants are solely responsible for selecting the correct Category when submitting an Entry. However, D&AD reserves the right to move Entries to more appropriate Categories if deemed appropriate by D&AD in D&AD's sole discretion. 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.

2.7 Entrants shall be entitled to amend any aspect of an Entry up to a maximum of 48 hours after the time that the Entry was first submitted. The right to amend an Entry shall include the right to add, remove and replace any materials forming part of an Entry and to change the Category in which the Entry has been submitted. For the avoidance of doubt, provided that the Entrant has submitted an Entry before the final 3 April 2020 deadline for entering the D&AD Awards, the Entrant shall have the full 48-hour period to make any amendments to that Entry, even if the 48-hour period expires after the final deadline for entering the D&AD Awards. No refund of any fees paid will be given if an Entry is withdrawn under this Rule 2.7.

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

2.9 Entrants submitting Entries concerning an integrated campaign may be required to submit specific elements of such campaign or evidence that the campaign was across multiple different mediums.

2.10 Entrants must ensure that physical Entries arrive with D&AD by 18 March 2020 or no later than 5 days after online entry. Refer to Rules 10 and 11 for withdrawals and refund rights.

2.11 If, after submission of an Entry, an Entrant becomes aware that their Entry has infringed any rights (including, without limitation, intellectual property rights, privacy rights and other rights) of any person or any applicable laws, regulations or voluntary or regulatory codes, the Entrant shall contact D&AD immediately to request the withdrawal of the Entry from the Awards.

2.12 D&AD Judges will have standard audio-visual equipment and technology for the purpose of judging Entries. If any Entry requires any non-standard, bespoke or unusual equipment or technology in order to be considered in the judging process (for example, VR equipment), it is the sole responsibility of the Entrant to provide such equipment or technology (and to ensure

that such equipment and technology is appropriately insured) unless D&AD agrees otherwise in writing with the Entrant in advance.

### **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. Judges shall consider all Entries on the basis of the judging criteria explained in the D&AD Awards 2020 Entry Kit.

3.2 Entries will be judged on the basis of the materials supplied to D&AD. Judging will take place during the period 15 May - 26 June 2020.

3.3 During the judging process 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 D&AD Awards until such time as an investigation has been concluded; and (ii) remove an Entry from the D&AD Awards at any stage following investigation if it is not fully satisfied that the Entry is eligible and/or the Awards Rules have been fully complied with.

3.4 Entrants must ensure that they are reasonably available for, and respond promptly to, enquiries from the judging panel during the period from the date of submission of their Entry through to the presentation of the awards.

3.5 The decisions of the judges in the D&AD Awards are final. No correspondence will be entered into with Entrants concerning any judging decision.

### **4. Awards and Results**

4.1 Prizes in the main D&AD Awards include Black Pencil, White Pencil, Yellow Pencil, Graphite Pencil and Wood Pencil trophies. White Pencil trophies will be awarded to winners in the Impact Category, in place of the Black Pencil. Prizes for Special Categories (such as the Collaborative Award) are set out in the Special Awards section of the Entry Kit. Entrants who make the shortlist for each Category but do not win a Pencil will be recognised for their achievements by being included in a list of shortlisted Entrants on the D&AD website, [www.dandad.org](http://www.dandad.org), in accordance with Rule 4.3 below.

4.2 Where Beta Versions and Prototypes are eligible for entry in a Category, Entrants that have entered a Beta Version and/or Prototypes are only eligible to win a Wood Pencil. For the purposes of this Rule 4.2 "Beta Versions" means a platform, app or piece of technology that is released to the market in the second or later phase of audience testing where the intended audience tries out the product or service and "Prototype" means an early release of a product built for audience testing.

4.3 Subject only to Rule 7.9 below, shortlisted Entrants and winners of Wood Pencils, Graphite Pencils, Yellow Pencils, White Pencils and Black Pencils will be announced and published on

the Awards section of the D&AD website, [www.dandad.org](http://www.dandad.org), from 16 May - 26 June 2020.

4.4 The person named in each Shortlisted and winning Entry as the main contact for the submission will be contacted from 16 May 2020 to provide credits information in accordance with Rule 5.

4.5 Entrants who are successful and are awarded a Pencil will receive one complimentary Pencil. Credited individuals may purchase additional Pencils from D&AD.

4.6 Pencils will be delivered to the winners within three months of the date that winners are announced on [www.dandad.org](http://www.dandad.org).

4.7 Entrants who submit an Entry in the Future Impact Category have a chance to win a place on the Future Impact Programme. 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 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 judges' discretion; however, the full value of the prize fund will be awarded. Before they are confirmed as winners, Entrants may be required to sign and return winner confirmation forms in order to be eligible for a place on the Future Impact Programme. Entrants who do not comply with such requirements may be excluded and their Entry declared invalid. Please see the Entry Kit for further information on the Future Impact Category and the Future Impact Programme.

4.8 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.

## **5. Request for Credits Information and Images**

5.1 Winning Entrants will be required to submit full credits and images or any other requested material to enable use by D&AD of an Entry. If such credits are not supplied in time the relevant Entry will not be eligible to receive a Pencil.

5.2 Entrants whose Entries are selected for inclusion in the D&AD Annual and on the D&AD Awards Site will be required to submit full credits and images or any other requested material to enable use by D&AD of an Entry. If such credits are not supplied in time the relevant Entry will not be published in the D&AD Annual.

5.3 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.

5.4 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.

5.5 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 Company of the Year Winners. These details should be submitted during the entry process and cannot be changed once an Entry is complete.

5.6 D&AD cannot guarantee that changes in Entry credits that are made after an entry is complete will be reflected in the ranking table and 2020 Company of the Year Winners.

5.7 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. Winning Entrants who do not comply with this requirement may not receive their results notification.

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

6.1 If D&AD reasonably believes that an Entrant or their 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 D&AD Executive Advisory Group on Awards Rules and Standards 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, without affecting its other rights and remedies, to:

- a. remove an individual Entry from the D&AD Awards; and/or
- b. disqualify an Entrant (and all associated Entries) from the D&AD Awards; and/or
- c. bar an Entrant from participating in future D&AD Awards and other awards, competitions and other initiatives organised by D&AD; and/or
- d. revoke or suspend an Entrant's membership of D&AD.

6.3 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 (whether or not such Entry is subsequently shortlisted or wins an award) 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 in all forms of media, 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 Rules 7.2 to 7.5 below (the "Licence").

7.2 D&AD's activities include: the promotion and running of the D&AD Awards and the D&AD Annual Awards Ceremony; the publication of the D&AD Annual (in hard copy and electronic or online formats); the compilation of presentations and showreels (any format); the organisation and hosting of public and private exhibitions (any 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 the D&AD archive, 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); the organisation and management of the Future Impact Programme (a combination of mentoring, training and PR opportunities); 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 Each Entrant acknowledges that the Licence includes the right for D&AD to provide Entries for viewing and download by members and subscribers to [www.dandad.org](http://www.dandad.org) and the D&AD archive for the purposes of voting, 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 sub-license Entries to any such third parties anywhere in the world on such terms as D&AD considers appropriate in the circumstances 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 the 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 D&AD Awards winners shall have the right to reference any D&AD Awards status accorded to them for promotional purposes on condition that this is correctly and accurately described and complies with any D&AD style guide or other conditions on use notified to such Pencil winners from time to time (including, without limitation, by D&AD providing a notice on the D&AD website at [www.dandad.org](http://www.dandad.org)). If for any reason an award is withdrawn from a D&AD Awards winner at any time (for example, if an Entrant or Entry is disqualified), the limited licence granted in this Rule shall cease immediately upon written notice to the relevant Entrant. In these circumstances, the relevant Entrant shall cease to refer to itself (and to permit itself to

be referred to) in any media as a D&AD Awards winner and shall promptly remove any existing references from any media within its power and control.

7.9 D&AD shall have no obligation to publish any Entry or otherwise exercise its rights under the Licence in respect of any Entry.

7.10 Entrants acknowledge and agree that all intellectual property rights and other rights in and to the D&AD Awards, the D&AD Annual, the D&AD Awards Ceremony, the D&AD brand and all other intellectual property rights and other rights of D&AD shall at all times be owned by and remain the property of and vested in the relevant Entrant or its licensors. Nothing in these Awards Rules shall convey to the Entrant any such rights except as expressly set out in these Awards Rules.

7.11 D&AD acknowledges and agrees that all intellectual property rights and other rights in and to an Entry shall at all times be owned by and remain the property of and vested in the relevant Entrant or its licensors. Nothing in these Awards Rules shall convey to D&AD any such rights except as expressly set out in these Awards Rules.

## **8. Entrant Warranties**

8.1 By submitting an Entry the Entrant warrants and represents that:

a. the Entry: (i) is original to the Entrant; (ii) does not contain anything that infringes the rights (including, without limitation, intellectual property rights, privacy rights and other rights) of any third party and is not otherwise contrary to any applicable laws, regulations or voluntary or regulatory codes; (iii) contains nothing that is or is likely to be considered obscene, derogatory or defamatory; (iv) is not likely to bring D&AD, the D&AD Awards, the Entrant or any other Entrant into disrepute; and (v) complies fully with these Awards Rules and the Entry Kit;

b. the Entrant is the sole owner of the entire right, title and interest in and to the Entry (including all intellectual property rights therein) 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 D&AD Awards and the granting of the Licence;

c. the Entrant 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, waivers and rights required for the submission of the Entry into the Awards and the granting of the Licence;

d. the credits indicated on the completed editorial form are correct, complete and not misleading and D&AD's publication of these credits in the form submitted will not infringe 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;

e. the Entry has not been created in response to a brief where D&AD is the primary client;

f. all information provided by the Entrant in connection with an Entry is and shall be complete, accurate and not misleading;



g. the Entrant's participation in the D&AD Awards does not and will not cause the Entrant to be in breach of any contract entered into by the Entrant with any person or any duty of confidentiality owed by the Entrant to any person; and

h. the exercise by D&AD of D&AD's rights granted under these Awards Rules and the use of each Entry submitted by the Entrant by D&AD in connection with the D&AD Awards and in accordance with these Awards Rules does not and shall not infringe the rights (including, without limitation, intellectual property rights and privacy rights) of any third party.

## **9. Indemnity and Liability**

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.

9.2 Nothing in these Awards Rules shall limit or exclude either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded as a matter of applicable law.

9.3 Subject to Rule 9.2, D&AD shall have no liability under or in connection with these Awards Rules, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any: loss of profit or revenue; loss of business or contracts; loss of business opportunity; loss or corruption of data; loss of goodwill or reputation; or wasted management time.

9.4 Subject to Rule 9.2, D&AD shall have no liability under or in connection with these Awards Rules, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any indirect or consequential loss or damage. (Nothing in this Rule 9.4 limits or excludes liability for direct loss.)

## **10. Payment Terms & Surcharges**

10.1 A tiered pricing structure applies to the D&AD Awards and different entry fees apply depending on how early an Entry is submitted – see the Pricing section of the Entry Kit for full details. Each Entrant shall pay the fee applicable to their Entry as specified in the Pricing section of the Entry Kit. An Entry is not considered to be a valid Entry by D&AD until such time as full payment is received. The Entrant is solely responsible for ensuring that the applicable fee is paid in full in accordance with this Rule 10. If payment is not required (for example, in the case of entries for the Collaborative Award), the Entry will be considered an Entry when all fields are completed and submitted through the Entry system.

10.2 Entry fees must be paid to D&AD in full by bank transfer within seven days of the date of submission of the Entry. Entries made online through the D&AD website at [dandad.org](http://dandad.org) may alternatively be paid for by credit card at the time of submission of the Entry. Entries that have not been paid for in full in accordance with this Rule 10.2 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 and will not form part of any Entry. 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 or returned to sender.

10.4 Euros (€) and American Dollars (\$) 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 for any changes to an Entry as follows:

- a. at 20% of the relevant Entry fee if changes are made to submitted media and copy after the expiry of the 48-hour grace period referred to in Rule 2.7 (in addition to any late entry charges); and
- 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. Rejection and Withdrawal of Entries**

11.1 D&AD reserves the right, in its absolute discretion, to withdraw an Entry if the Entry:

- a. is submitted after the final 3 April 2020 deadline for submission; or
- b. does not comply with the Entry Kit as to media and format; or
- c. does not meet the Entry Criteria specified in these Awards Rules; or
- d. is in breach of, or ineligible under, these Awards Rules and/or the Entry Kit.

11.2 Entrants may withdraw Entries by giving written notice to D&AD (via the 'Contact us' section on the D&AD website at [dandad.org](http://dandad.org)) up until Wednesday 8 April 2020 after which point no Entries may be withdrawn from the D&AD Awards other than in accordance with Rule 2.12 above.

11.3 D&AD shall have no obligation to refund payments made for either individual Entries or groups of Entries that are withdrawn under this Rule 11.

11.4 If for any reason a Pencil-winning Entry is withdrawn, all production and other costs incurred by D&AD relating to the Entry will be charged to the Entrant. By way of example (but without limitation), if the withdrawn Entry has already been included in the D&AD Annual or in

any promotional and other materials relating to the D&AD Awards, D&AD may have incurred costs in having the Entry removed from such materials. Whilst D&AD shall take reasonable steps to minimise such costs, the Entrant agrees to reimburse D&AD for all such costs in full on demand. Entry fees in respect of such a withdrawn 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 (including without limitation any materials provided in connection with the Entry).

## **13. Third Parties**

13.1 No person who is not a party to these Awards Rules shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Awards Rules.

## **14. Correspondence**

14.1 Official correspondence with regard to the D&AD Awards or these Awards Rules must be addressed to D&AD Awards, 64 Cheshire Street, London, E2 6EH United Kingdom. Telephone: +44(0)20 7840 1111, Email: [awards@dandad.org](mailto:awards@dandad.org).

14.2 D&AD is a registered charity No. 305992. Registered office: 64 Cheshire Street, London, E2 6EH, United Kingdom. [www.dandad.org](http://www.dandad.org) Registered in England.

## **15. Governing Law and Jurisdiction**

15.1 These Awards Rules, the Entry Kit 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 Kit or their subject matter or formation. Nothing in this Rule 15.2 shall limit the right of D&AD to take proceedings against 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.

## **16. Data Protection and Privacy**

16.1 By submitting an Entry, each Entrant acknowledges that the Entrant has read and understood the D&AD Privacy Notice which is accessible at: [<https://www.dandad.org/en/d-adprivacy-statement/>] and which applies to the processing of any personal information by or on behalf of D&AD in connection with these Awards Rules and the D&AD Awards.

## **17. Events beyond D&AD's reasonable control**

17.1 D&AD shall not be in breach of these Awards Rules nor liable for delay in performing, or failure to perform, any of its obligations under these Awards Rules if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **18. Severance**

18.1 If any provision or part-provision of these Awards Rules is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Awards Rules which shall continue in full force and effect.

## **19. Waiver**

19.1 No failure or delay by a party to exercise any right or remedy provided under these Awards Rules or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **20. Rights and Remedies**

20.1 Except as expressly provided in these Awards Rules, the rights and remedies provided under these Awards Rules are in addition to, and not exclusive of, any rights or remedies provided by law.

## **21. Cancellation and Modification**

21.1 D&AD reserves the right to modify, suspend or cancel the D&AD Awards and/or these Awards Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law, or if there are technical failures, unauthorised human intervention or other causes that corrupt or affect the administration, security, fairness or proper conduct of the D&AD Awards, or if modification, suspension or cancellation is necessary due to an event outside D&AD's reasonable control.

## **22. Interference with the D&AD Awards**

22.1 Any attempt to deliberately damage or undermine the content or legitimate operation of the D&AD Awards is prohibited and may be a violation of criminal and/or civil laws and in these circumstances D&AD reserves all its rights and remedies.

## **Entry Criteria**

The Entry Criteria set out below apply to all Categories of the D&AD Awards (except where expressly stated otherwise) and must be read together with the D&AD General Rules at the beginning of these Awards Rules.

### **1. General Entry Criteria**

Except where stated otherwise, the criteria in this section apply to all Entrants excluding Collaborative Award Entrants, Impact and Future Impact Entrants.

1.1 Subject to Rules 1.2, 1.3 and 1.4, each Entry must comprise work that satisfies all of the following criteria:

- a. it is a work of commercial creativity, produced in response to a genuine brief from a client or signed off by a client and 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 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-Rule 1.1(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 originally made available to the public other than such alterations as are expressly permitted under Rule 2.2 of the General Rules above.;
- f. has not already been entered into the same category by another Entrant;
- g. has not been submitted by any person in any previous D&AD Awards Qualifying Entry Period unless the idea or realisation has been developed or significantly changed since the work was previously entered;
- h. has been approved by the Executive Creative Director or equivalent of the leading agency to be entered into the D&AD Awards.

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

a. Work produced pro bono for a charity is eligible only if:

- i). the charity must have a contractual relationship with the entrant agency; and
- ii). the charity must have approved the work to run; and
- iii). provided that D&AD reserves the right to require confirmation from the media owner if the media/airtime was provided pro-bono;

b. If the Entrant was also the client for the work comprised in the Entry, the work shall be eligible only if it falls into one of the following categories:

- i). self-promotion: self-promotional work is eligible only if it was released commercially and made available to potential customers; or
- ii). in-house design and production: business owners can enter work that was produced in-house and made available commercially;

c). If the work was released for the first time before 1 January 2019, it is eligible only under one of these two conditions:

- i). the majority of the work (only applies to campaign entries) was launched between 1 January 2019 and 19 April 2020; or
- ii). the work has been changed or updated and re-launched representing a significant creative development between 1 January 2019 and 19 April 2020.

1.2 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. For the purposes of this sub-Rule 1.3: "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; and "Prototype" means an early release of a product built for audience testing.

1.3 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 competitions, including without limitation the D&AD Awards or other awards;
- b. work commissioned as a piece of art or installation for an exhibition or gallery or similar;
- c. work only on display at an agency's, client's or other office/establishment;
- d. work that is part of a publication intended wholly or partially to make work eligible for competitions, including without limitation the D&AD Awards or other awards
- e. work made available to the public by means of fly-posting;

- f. self-promotional work that has not been released commercially or made publically available;
- g. plagiarised work.

## **2. Collaborative Award Entry Criteria**

The Collaborative Award has been established to recognise design, advertising and production agencies and studios for their long-lasting relationships with their clients. The criteria in this section apply to Collaborative Award Entrants only.

2.1 Entrants in the Collaborative Award must:

- a. be a design, advertising, creative and/or production agency or studio;
- b. have enjoyed an uninterrupted commercial relationship with a client during the period of at least three (3) calendar years preceding the Entry deadline for the D&AD Awards 2020 (“Qualifying Period”);
- c. have produced a minimum of two (2) campaigns or projects for the client in each calendar year of the Qualifying Period; and
- d. have obtained the written consent of the client to name the client in their Entry in the Collaborative Award and to include in their Entry all of the works referred to in Rule 2.2 below. Each Entrant must provide D&AD with a copy of such written consent if requested by D&AD at any time.

2.2 Entrants must include in their Entry a minimum of two (2) works created for the named client during the Qualifying Period.

2.3 All works of commercial creativity submitted in the Collaborative Award must comply with the entry criteria set out in Rule 1 (General Entry Criteria) of these Entry Criteria. All other works must comply with all relevant laws and regulations (compulsory or voluntary) of the region in which each of them was first made available to the public.

## **3. Impact and Future Impact Category Criteria**

The criteria in this section only apply to Entrants in the Impact and Future Impact Categories.

3.1 Each Entry in the Impact and Future Impact Categories must comprise work that satisfies all of the following criteria:

- a. be able to reasonably demonstrate proof of concept;
- b. in the case of the Future Impact Category, evidence the potential for impact, or, in the case of the Impact Category, evidence the impact achieved;
- c. have launched, been significantly changed or updated and re-launched within the awards qualifying entry period;

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

e. has not already been entered into the same category by another Entrant;

f. has approval from all partners/stakeholders.

3.2 Projects created solely for the purpose of entering competitions, including without limitation the D&AD Awards or other awards, are not eligible.

3.3 Projects entered previously into the D&AD Impact Awards are not eligible for the Impact and Future Impact Categories in the D&AD Awards 2020 unless the work has been changed or updated and re-launched representing a significant creative development between 1 January 2018 and 19 April 2020.

## **Next Awards**

The criteria in this section apply only to Next Entrants:

1.1 Entrants in the Next Creative, Next Designer and Next Illustrator Categories must submit four works in their Entry, of which at least one should comprise of commercial creative work. The remainder may be commercial, charitable or personal work.

1.2 Entrants in the Next Director Category must submit two works in their Entry, of which at least one should comprise of commercial creative work. The remainder may be commercial, charitable or personal work.

1.3 All works of commercial creativity submitted in the Next Categories must comply with the entry criteria set out in the D&AD Awards Terms and Conditions, with the exception of being commercially released no earlier than 11 April 2017.

1.4 All non-commercial works must comply with the entry criteria set out in the D&AD Awards Terms and Conditions, except that:

a. works may be concept designs, speculative campaigns, non-commissioned and/or self-initiated projects and portfolio pieces; and

b. works must have been completed no earlier than 11 March 2017

c. works are not subject to the requirement to have been commercially released or made available to the public.

1.5 All works submitted as part of an Entry must fall within the same Category but do not need to be part of the same campaign.



1.6 Entrants in the Next Categories must be:

a. an “emerging talent”, which means an individual or a team who:

i). has been working in the industry, creating paid for, client-commissioned work in the relevant Category, no earlier than 11 March 2017; and

ii). does not already have an established career in a different role within the creative industry, for example an established photographer who has recently taken up directing; and

iii). is out of full-time education;

b. the lead creative for the Category entered (for example, the lead Illustrator if the Next Category entered is Next Illustrator), provided that if the lead creative for the Category is a team, each member of the team must qualify as a lead creative appropriate to the category and as an emerging talent under Rule 2.5(a).

1.7 Winners in the Next categories will receive one Wood Pencil per Entry, which will be printed with the name(s) of the Entrant(s). Named Entrant(s) may purchase additional Pencils from D&AD.