D&AD Awards 2023
Terms & Conditions

Key Dates:

Awards Launch : 2 November 2022

Super Earlybird
Discount Deadline: 7 December 2022
Submission Deadline: 14 December 2022
Physical Shipment Deadline: 25 January 2023

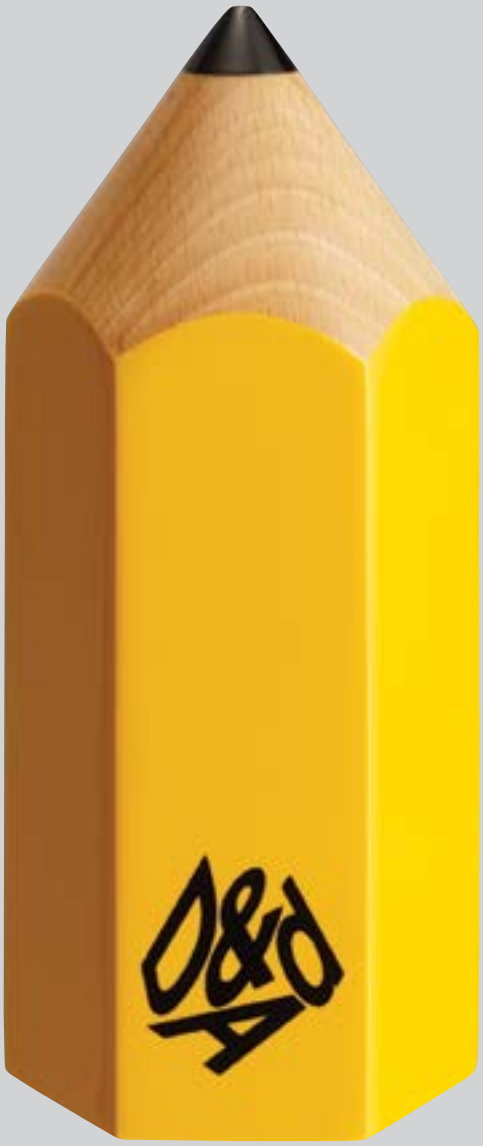
Earlybird
Discount Deadline: 8 February 2023
Submission Deadline: 15 February 2023
Physical Shipment Deadline: 1 March 2023

Final Deadline
Deadline: 15 March 2023
Submission Deadline: 22 March 2023
Physical Shipment Deadline: 5 April 2023

Festival: 8–10 May 2023

Shortlist Announced: 11 May 2023

Ceremony: 24–25 May 2023



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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 2023 Entry Kit, available at: **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 period of 1 January 2022 – 18 April 2023 ("**Awards Qualifying Entry Period**"), unless specified in clauses 1.2 to 1.11 below.

1.2 For Entries in the Creative Transformation Subcategory, the transformation must have taken place between 1 January 2020 and 18 April 2023. It does not need to be complete, but it must be underway. The work, or an original iteration of it, must be commercially released. Prototypes and beta designs are not eligible unless they are a transformation of an existing product or service.

1.3 For Entries in the Digital Design/Incremental Subcategory, the changes must have taken place between 1 January 2020 – 18 April 2023.

1.4 For Entries in the Digital Design/Beta Subcategory, a beta version of a platform, app or technology must have been released for the final stages of audience testing within the Awards Qualifying Entry Period.

1.5 For Entries in the Product Design/Prototypes Subcategory, the prototype must have been released for audience testing within the Awards Qualifying Entry Period.

1.6 Entries in the Integrated/Established Campaigns and PR/Established Campaigns Subcategories must have been commercially released prior to 1 January 2022 and commercially active within the Awards Qualifying Entry Period.

1.7 Entries in the Future Impact and Side Hustle/Start Up Categories do not need to be commercially released but must have been developed or significantly changed within the Awards Qualifying Entry Period.

1.8 Entries in the Side Hustle/Scale Up Categories must be commercially released and developed or significantly changed within a qualifying period of 1 January 2020 - 18 April 2023.

1.9 Entries in the Impact Category are subject to a qualifying period of 1 January 2020 - 18 April 2023. In accordance with general awards rules, work can be re-submitted year-on-year, provided it has been developed or significantly changed. If the work has not changed but the impact of the work has measurably increased over time, Entries are eligible in the Impact/Sustained Solution subcategory only. Entries into the Impact/Sustained Solution Subcategory may be commercially released prior to 1 January 2020, but must have been commercially active within the period of 1 January 2020 - 18 April 2023.

1.10 Entrants in the Collaborative Category must have had an uninterrupted commercial relationship with the client during the period of at least three (3) calendar years preceding 18 April 2023, and produced a minimum of two (2) campaigns or projects for the client in each of these calendar years.

1.11 If the work was released for the first time before 1 January 2022 and is not covered by any of the options outlined above, it is eligible only under one of these two conditions:

a. the majority of the work (only applies to campaign entries) was launched between 1 January 2022 and 18 April 2023; or

b. the work has been changed or updated and re-launched representing a significant creative development between 1 January 2022 and 18 April 2023.

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 and the Entry Kit. 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.

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 In the Writing for Design and Writing for Advertising categories, all Entries must be in English. For all other Categories, 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.

2.4 Except as provided in Rule 11.3, no refunds will be given for duplicate Entries of the same work submitted into the same Subcategory or for duplicate Entries submitted into the same Subcategory by multiple Entrants (e.g. where both the client and the agency submit entries featuring the same work in the same Subcategory). 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 In order to set up an Entry, Entrants will need to visit the Entry Site, register an account and initiate an Entry by selecting the Category, Subcategory and, where applicable, the type of execution and type of work for the Entry. This will generate the applicable fee for the Entry, which the Entrant must then elect to pay by credit card or by bank transfer. See Rule 10 for D&AD's full payment terms. If the Entrant elects to pay by bank transfer, an invoice will be raised immediately. By selecting to pay by bank transfer and raising an invoice, the Entrant is committing to pay the entry fee in accordance with the invoice terms. If an Entrant does not pay the invoice in accordance with the invoice terms, they will remain liable to pay the entry fee unless the Entrant exercises their right to withdraw the Entry within the refund period in accordance with Rule 11.3.

2.7 Entrants are solely responsible for selecting the correct Category, Subcategory and, where applicable, the type of execution and type of work for the Entry when setting up an Entry in accordance with Rule 2.6. Once these elements of the Entry have been selected and the Entry has been paid for, they cannot be amended by the Entrant. If any of the submitted details are incorrect and the Entry has been paid for, the Entrant must withdraw the Entry and create a new Entry. In order to receive a refund for the incorrect Entry, Entrants must withdraw the incorrect Entry within 48 hours of completing payment. No refund will be issued for an incorrect Entry that is withdrawn after the 48-hour deadline and in these circumstances the entry fee will remain payable. Please see Rule 11.3 for full details of how to withdraw an Entry and your refund rights.

2.8 D&AD reserves the right to move Entries to more appropriate Categories or Subcategories 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.

2.9 You will have until the applicable submission deadline to finalise and submit your Entry. Up until you finalise and submit your Entry you can add, remove and replace any materials forming part of an Entry. Entries cannot be amended in any way once they have been finally submitted. The submission deadline applicable to your Entry will depend on when you first set up and paid for your Entry. The following submission deadlines apply:

a. Entries paid for on or before the Super Earlybird deadline of 7 December 2022 must be completed and submitted on or before 14 December 2022.

b. Entries paid for after 7 December 2022 but before the Earlybird deadline of 8 February 2023 must be completed and submitted on or before 15 February 2023.

c. Entries paid for after 8 February but before the Entry deadline of 15 March 2023 must be completed and submitted on or before the final submission date of 22 March 2023.

If an Entry that qualifies for a Super Earlybird or Earlybird entry fee is submitted after the applicable Super Earlybird deadline or Earlybird deadline, respectively, the fee applicable to that Entry will be revised up to the next payment tier and invoiced accordingly. Entries must be completed by the final submission deadline of 22 March 2023. As long as all mandatory fields on an Entry are complete, the Entry will be automatically submitted on the final submission deadline. If any mandatory fields on an Entry remain incomplete after the final submission deadline, the relevant Entry will not be entered and in these circumstances no refund will be given. See Rule 11.3 for full details of your refund rights.

2.10 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.

2.11 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.

2.12 Entrants must ensure that physical materials to be submitted in support of an Entry arrive with D&AD no later than one (1) week after your Submission deadline, as follows:

a. For Entries paid for on or before the Super Earlybird deadline of 7 December 2022, any supporting physical materials must be received by D&AD on or before 25 January 2023.

b. For Entries paid for after 7 December 2022 but before the Earlybird deadline of 8 February 2023 any supporting physical materials must be received by D&AD on or before 1 March 2023.

c. For Entries paid for after 8 February 2023 but before the Entry deadline of 15 March 2023, any supporting physical materials must be received by D&AD on or before 5 April 2023.

2.13 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.

2.14 Entries in the Future Impact Category will not be eligible for entry into any other Awards Categories in the same year except Creative Transformation, Product Design/Prototypes, Digital Design/Beta and Side Hustle, subject to meeting their criteria. In the event you enter a Future Impact Entry into any other Category, D&AD will only accept the Entry where the work has been commercially released but no tangible impact has been made. In any other case, D&AD reserves the right to withdraw the ineligible Entry and you will not be eligible for a refund.

2.15 Entries in the Impact Category will not be eligible for entry into the Future Impact Category. In the event you enter an Impact Entry into the Future Impact Category, D&AD will assess the suitability of each Entry and withdraw one of the projects. You will not be eligible for a refund in relation to the withdrawn Entry.

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 2023 Entry Kit.

3.2 For categories that are being judged in person, D&AD will provide judges with 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.

3.3 Judges will be required to watch at least five minutes of any long-form content submitted. In the event that an Entry progresses to Wood Pencil round, the judges will be required to watch the content in its entirety, before awarding any Pencils.

3.4 Entries will be judged on the basis of the materials supplied to D&AD. Judging will take place during the period April – May 2023.

3.5 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.

3.6 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.

3.7 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 D&AD Awards include Black Pencil, Yellow Pencil, Graphite Pencil and Wood Pencil trophies. Prizes for specific Categories and Special Awards (such as the Collaborative Award) are set out in the D&AD Award Levels 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**, 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 Prototype are only eligible to win a Wood Pencil in the relevant Category. 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 Open-source designs made available to the public within the Awards Qualifying Entry Period are considered commercially available and therefore eligible to enter the Awards, subject to meeting the relevant Awards Rules.

4.4 Subject only to Rule 7.9 below, shortlisted Entrants will be announced and published on the Awards section of the D&AD website, **www.dandad.org**, from 11 May 2023. Winners of Wood Pencils, Graphite Pencils, Yellow Pencils, Black Pencils, Category Awards and Special Awards will be announced at the D&AD Awards Ceremony.

4.4 The person named in each Shortlisted and winning Entry as the main contact for the submission will be contacted to provide credits information in accordance with Rule 5 and will also be given further information on how to attend the D&AD Awards Ceremony. Attending the ceremony is optional and Entrants who win an award but do not attend the ceremony will still receive their award.

4.5 The person named in each Shortlisted and winning Entry as the main contact for the submission will be contacted to provide credits information in accordance with Rule 5 and will also be given further information on how to attend the D&AD Awards Ceremony. Attending the ceremony is optional and Entrants who win an award but do not attend the ceremony will still receive their award.

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

4.7 Pencils will be delivered to the winners within three months of the date of the D&AD Awards Ceremony, provided the winning Entrant provides the relevant delivery details.

4.8 Winners in the Future Impact Category will receive a D&AD Future Impact Pencil. Shortlisted Entrants will be offered a place on the D&AD Impact Programme (see Rule 4.9) and the right to apply for funding for their project through the D&AD Impact Fund (see Rule 4.10).

4.9 The D&AD Impact Programme is a 12-month package of mentorship, training and peer support that's designed to support project owners with the ideation, launch and early growth of their work. The scope of the D&AD Impact Programme in any year will depend on take up from those who are initially offered a place on the programme. D&AD reserves the right to alter elements of the D&AD Impact Programme, or to cancel the D&AD Impact Programme in its entirety, if fewer than 20 participants confirm their commitment. Where the D&AD Impact Programme runs, shortlisted Entrants in the Future Impact Category who are awarded a place on the programme will be invited to receive mentoring with the D&AD Impact Council, training through D&AD's on-demand online courses for 12 months and free entry into the D&AD Awards Impact Category for up to three (3) years after the shortlisted Entry was submitted. Please see **www.dandad.org** for more information on the D&AD Impact Programme.

4.10 Shortlisted Entrants in the Future Impact Category will be given the opportunity to apply for funding for their project through the D&AD Impact Fund. The total value of the D&AD Impact Fund is £25,000. Funds are awarded entirely at the judges' discretion depending on the quality of applications from eligible Entrants. Any funds awarded to Entrants must be used only in relation to the project or work that was the subject of the shortlisted Entry. The funds must be spent within twelve (12) months of being received by the successful applicant(s). It is the responsibility of the applicant(s) to submit documentary proof to D&AD within this period as evidence of how the funds were spent. For the avoidance of doubt, D&AD does not claim any ownership of, or rights in, the applicant's project and nor does it expect any financial returns where funds have been awarded to an Entrant. Please see **www.dandad.org** for more information on the D&AD Impact Fund.

4.11 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.

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 by 22 May 2023. 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 the D&AD Awards Ceremony will be required to submit full credits and images or any other requested material to enable use by D&AD of an Entry by 22 May 2023. 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 made after 22 May 2023.

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 the Entry was submitted will be reflected in the ranking table and 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

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 Awards Ceremony; the publication of the D&AD Annual; the compilation of presentations and showreels (any format); the organisation and hosting of public and private exhibitions and festivals (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 D&AD Impact Programme; 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** 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**). 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;

(v) does not feature, and is in no way related to or associated with, D&AD; and

vi) 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, with- out 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 entry fees section of the Entry Kit for full details. Each Entrant shall pay the fee applicable to their Entry as specified in the entry fees section of the Entry Kit. An Entry is not considered to be a valid Entry by D&AD until such time as the Entry is submitted and paid for in full. 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 There are two payment options for the entry fee. At the time the Entry is first set up in accordance with Rule 2.6, Entrants will have the option to select payment via credit card or bank transfer. For payment via credit card, the payment will be taken at the time the Entry is created. If you choose to pay via bank transfer, an invoice will be raised immediately. The fee must be paid to D&AD by bank transfer within seven (7) days of the date of the invoice. By selecting to pay by bank transfer and raising an invoice, you are committing to pay the entry fee in accordance with the invoice terms. If you do not pay the invoice in accordance with the invoice terms, you will remain liable to pay the entry fee unless you exercise your right to withdraw the Entry within the refund period in accordance with Rule 11.3. If an Entry that qualifies for a Super Earlybird or Earlybird Entry Fee is submitted after the applicable Super Earlybird deadline or Earlybird deadline, respectively, the fee applicable to that Entry will be revised up to the next price tier and an invoice for the balance will be issued and must be paid by bank transfer within seven (7) days of the date of the invoice.

10.3 Entries that have not been paid for in full by the due date for payment will not be eligible for an award in any Category. D&AD reserves the right at any time to withdraw Entries for which the full payment of the Entry Fee has not been received by the due date for payment. No refund of any fees paid will be given if an Entry is withdrawn by D&AD due to underpayment or if an Entry is not completed (i.e. mandatory fields remain incomplete) by the final submission deadline. D&AD will continue to pursue payment for monies owed. See Rule 11 for full details of applicable refund rights.

10.4 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.

10.5 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.

10.6 Discount codes must be redeemed at the time of completing the initial Entry set up on the Entry system and making payment by credit card or electing to pay by bank transfer and raising an invoice. Discount codes cannot be redeemed or refunded after that time.

11. Rejection and Withdrawal of Entries and Refund Rights

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

a. is submitted after the final 22 March 2023 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; or

e. has not arrived at the D&AD offices after the final 5 April 2023 deadline for physical materials to be received.

11.2 D&AD reserves the right to withdraw an Entry from the D&AD Awards if it knows or has reasonable grounds to believe that the work was created expressly to enter Awards. The offending entry will be referred to the D&AD Executive advisory group for determination in its sole discretion. An Entry may be deemed to have been created expressly to enter Awards if, for example, the work has only run once, has only featured on late night television, or has only run because the agency produced a single advert and paid to run it themselves.

11.3 If an Entrant wishes to withdraw an Entry for any reason, an Entrant must give written notice to D&AD via the 'Contact Us' section on the D&AD website at **www.dandad.org**, providing sufficient detail to enable D&AD to identify the relevant Entry. Entry fees will only be refunded where an Entrant withdraws their Entry within 48 hours of setting up the Entry and making payment by credit card or raising an invoice to pay by bank transfer (see Rule 2.6). Refunds will be credited back to the credit card or bank account used to make the original payment, minus any bank and credit card processing fees. If an Entrant who elects to pay by bank transfer withdraws the Entry within 48 hours of the invoice being raised, but has not yet paid the entry fee, the Entrant will no longer be liable to pay the entry fee. If an Entrant withdraws their Entry after the 48-hour deadline, no refunds will be granted and payment on any outstanding invoices will still be payable to D&AD. No refunds of entry fees will be made except as expressly provided for in this Rule 11.3.

11.4 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.

11.5 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.

12. Property in Entries

12.1 Once D&AD has taken receipt of physical material supporting an Entry, the material will become the property of D&AD. Except in exceptional circumstances, D&AD will not return physical materials to Entrants once judging is complete and reserves the right to store or discard materials at D&AD's discretion. If any Entrant wishes for any materials forming part of an Entry to be returned, the Entrant must contact D&AD in writing by no later than 15 March 2023. If D&AD agrees (in its discretion) to return any materials, the Entrant will be required to collect the relevant materials by no later than 30 June 2023 and will be solely responsible for all associated costs. Please email **awards@dandad.org** for more information.

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**.

14.2 D&AD is a registered charity No. 305992. Registered office: 64 Cheshire Street, London, E2 6EH, United Kingdom. **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-ad-privacy-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. We will be requesting individual email addresses, which will be optional to provide. D&AD will not have access to a person's email addresses until that person agrees for us to have access.

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 Entrants in the Collaborative, Future Impact and Side Hustle Categories.

1.1 Subject to paragraphs 1.2, 1.3 and 1.4 below, 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 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 paragraph 1.1(b). above during the Awards Qualifying Entry Period specified in Rule 1 of the General Rules above;

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. Work produced in response to a competition is eligible only if:

i) it was signed off by the client it represents; and

ii) it was released commercially.

c. 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. Self-promotional work must not include any third-party names, trade marks, logos and/or any other third-party intellectual property, and must not falsely claim, suggest or imply any association with a third party; or

ii) in-house design and production: business owners can enter work that was produced in-house and made available commercially.

1.3 Beta Versions, Prototypes and Future Impact Entries 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 paragraph 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.

1.4 Except as expressly provided in paragraph 1.5 below, work that requires FDA approval to be commercially released or made available to the public must ensure that approval has been granted at the time of submission, and that all legal requirements are met. Otherwise the work will be withdrawn and refunds will not be issued. Entrants in the Health & Wellbeing subcategories must provide proof of any FDA/advertising guidelines or regulations they are required to adhere to. Entrants must disclose where FDA approval was required and must provide such evidence as D&AD requests to demonstrate that the relevant FDA approval was granted and that the Entrant has complied with all applicable terms, guidelines and regulations.

1.5 Work that has not met the conditions for FDA approval to be commercially released or made available to the public, can only be submitted into the Creative Transformation, Digital Design/ Beta, Product Design/Prototypes, Future Impact and Side Hustle Categories.

1.6 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 that has not been signed off by a client and made commercially available, including without limitation the D&AD Awards or other awards;

b. work commissioned as a piece of art 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 does not meet the requirements set out in paragraph 1.2(c)(i) above;

g. plagiarised work.

2. Collaborative Award Category 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 2023 ("**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 paragraph 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 paragraph 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.

2.4 There can be a maximum of one winner in each Subcategory. D&AD reserves the right to not select a winner if D&AD reasonably determines that no Entry is of a sufficient standard to receive an Award.

3. Future Impact Category Criteria

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

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

a. be able to reasonably demonstrate proof of concept;

b. show that the work, if commercially released, has not had an effect that would reasonably be classed as 'impactful' yet;

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

d. have not already been entered into the same Category by another Entrant;

e. have approval from all partners/stakeholders.

3.2 Projects entered previously into the D&AD Impact Awards or D&AD Awards are not eligible for the Future Impact Category, unless the work has been changed or updated representing a significant creative development between 1 January 2022 and 18 April 2023, and unless all other criteria for this Category are met.

3.3 Works submitted into the Future Impact Category may be re-submitted to the D&AD Awards once subject to bona fide commercial release and compliance with the terms then in place.

3.4 For the avoidance of doubt the following shall not be deemed to be eligible for entry:

a. work created solely for the purpose of entering competitions that has not been signed off by a client and made commercially available, including without limitation the D&AD Awards or other awards;

b. work commissioned as a piece of art 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. plagiarised work.

4. Side Hustle Category Criteria

The criteria in this section only apply to Entrants in the Side Hustle Category.

4.1 Side Hustles must be 'independently owned', i.e. substantially owned by its founders and not commissioned, owned or funded by an employer.

4.2 A Side Hustle cannot be the Side Hustle Owner's main occupation.

4.3 Entrants in the Side Hustle/Emerging Talent Categories must:

i) still be in education; or

ii) have graduated within the last twelve (12) months; or

iii) not be a creative professional.

4.4 Entrants in the Side Hustle/Junior Professional Categories must have less than five (5) years of experience working on creative commercial projects.

4.5 Winners in the Side Hustle categories will receive one Side Hustle 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.

4.6 For the avoidance of doubt the following shall not be deemed to be eligible for entry:

a. work created solely for the purpose of entering competitions that has not been signed off by a client and made commercially available, including without limitation the D&AD Awards or other awards;

b. work commissioned as a piece of art 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. plagiarised work.