

Right of use for the BEST OF DESIGN-Award for licensees of award-winning products (excerpt)

1. Type and scope

1.1 G+J grants the licensee the non-exclusive, non-transferable right, limited in time, space and content in accordance with these terms and conditions of use, to use the award-seal in the form provided by G+J ("hereinafter referred to as the Seal") for the purpose of advertising the evaluated product. The licensee is in particular permitted:

- a) to affix the Seal to the product or its presentation or packaging or at the point of sale (provided that the specific product reference is ensured),
- b) to use the Seal in advertising and communication for the product, with the exception of live TV and streaming TV.

1.2 The licensee is entitled to grant a sub-licence to trade and marketing partners to the extent of clause 1.1. The sub-licence is dependent in rem on the continuation of this licence, i.e. the sub-licence ends automatically when this licence ends. The partner is furthermore obliged to structure the sublicence in accordance with the provisions of this agreement and to make the existence of the sublicence dependent on the continuation of the licence granted with this agreement. The licensee shall be liable to G+J for the proper exercise of the sublicence and, in the event of unauthorised use by the sublicensee, shall be obliged to take the measures necessary to remedy the situation. If it becomes necessary to claim or enforce the trademark rights to the seal against a sublicensee, G+J shall be exclusively entitled to do so; however, the partner shall indemnify G+J against all costs in this respect.

1.3 The right of use shall commence at the time agreed between the partners, but not before the Seal has been made available in accordance with Item 1.5. The term shall be two years from the commencement of use. If the Partner wishes to extend the period of use, the Parties shall negotiate a corresponding extension in good time before the expiry of the right of use.

1.4 The grant of rights is limited to the territory of Germany, Austria and Switzerland. On the Internet, the right of use in this respect covers advertising targeted at the German-speaking market. G+J shall leave it up to the licensee to use the seal outside this territory - but also in this respect exclusively with reference to the product - at his own risk. The licensee shall comprehensively indemnify G+J against any claims resulting from the extended use, including any necessary legal advice and prosecution costs.

1.5 G+J shall provide the licensee with the seal as a PDF and PNG file.

2 Obligations of the licensee

2.1 The licensee warrants to use the Seal visually and in terms of content only in the form provided by G+J and not to alter it visually or in terms of content, although the size of the Seal may be adapted for layout-purposes. Furthermore, the licensee undertakes to use the seal exclusively for the specifically awarded product.

2.2 After the end of the agreed period of use, the licensee is prohibited from using the Seal. The following exceptions apply: Printed materials with the Seal that have already been put into circulation and digital publications of the Seal in third-party, non-company channels with the publication date of the post being within the term of this agreement (social media posts, YouTube videos, etc.) may continue to be used. For own, not yet distributed remaining stocks of printed material with the Seal (catalogues, flyers, packaging, etc.), a consumption period of six (6) months applies.

2.3 The licensee uses the Seal at its own risk. The licensee is responsible in particular for the fairness of his advertising. G+J shall not be responsible for competition law review, text formulation or logo design. The licensee shall indemnify G+J against all claims by third parties arising from this, as well as against any claims in connection with the products awarded with the Seal, in particular from product liability.