

UNCHARTED

Terms and Conditions

DEFINITIONS

The following terms, as used herein, are defined as follows:

The term “Competition” means the unchARTed design competition.

The term “Design Jury” means the panel of design professionals responsible for reviewing all Submissions.

The term “Entrant” means the person(s) responsible for creating the Submission.

The term “Jury” consists of the Design Jury and the Local Panel.

The term “Local Panel” means the panel of local professionals responsible for reviewing the Design Jury’s top selections.

The term “Partnership” means the Downtown Frederick Partnership.

The term “Personal Information” means Entrant’s name, employer, email, date of birth, address, and telephone numbers.

The term “Sponsors” means the Potomac Valley Architecture Foundation, AIA Potomac Valley, City of Frederick, Frederick County, the Frederick County Arts Council, and each organization’s respective officers, directors, shareholders, employees, agents, contractors and representatives.

The term “Property Owners” means the owner(s) of the real property upon which the Winning Submissions will be installed.

The term “Submission” means the design concept submitted by each Entrant.

The term “Winning Entrant” means the Entrant who submitted the design concept selected as a winner by the Jury.

GENERAL

By entering the Competition, the Entrant expressly agrees to the Terms and Conditions stated herein and agrees to be bound by same. Entrant further agrees that all Submissions shall adhere to these Terms and Conditions.

The Partnership reserves the right to amend, withdraw, suspend or modify the Competition, including these Terms and Conditions, at any time and without notice. It is the Entrant’s responsibility to review these Terms and Conditions regularly and to ensure that they are familiar with the most current version of same. The Partnership will collect Entrant’s Personal Information during Entrant’s registration for the

Competition. Registration for the Competition is only available via the Competition's web based registration form, and Entrant must provide a digital submission. Mailed entries will not be accepted.

INTELLECTUAL PROPERTY RIGHT & COPYRIGHT

By registering for the Competition, Entrant grants to the Partnership and Sponsors an unrestricted, non-exclusive, worldwide, irrevocable and royalty-free license to use the Submission for any purpose—including, without limitation, archival, public relations, or marketing purposes. The Partnership and Sponsors shall have the right to release the Submission, in whole or in part, to any media or otherwise publish and distribute the Submission(s). The Partnership will endeavor, but is not required to, identify and/or credit the Entrant for his or her Submission. Entrant hereby grants the Partnership and Sponsors express permission to use any photograph or recording depicting Entrant and/or his or her Submission, for any and all purposes which may include, but are not limited to, advertising, promotion, marketing and packaging for any product or service of the Partnership.

WINNING SUBMISSIONS

Competition Winner(s) shall be determined as follows:

Design Jury: the Design Jury shall select Submissions by majority vote based upon individual expertise, quality of work submitted, and the information contained in the competition document and supporting text, and shall recommend the winning Submissions for review by the Local Panel.

Local Panel: the Local Panel shall review the Submissions recommended by the Design Jury for feasibility and may solicit additional information from Entrants regarding the same.

In the unlikely event the Design Jury is deadlocked, the Local Panel shall select the Winner by majority vote. The decision of the Jury is final and there is no appeal process. The Partnership reserves the right to reassign, eliminate or change judges, agents, or other authorized administrators to administer the Competition, without notice.

AWARDS

Winning Entrants are required to timely provide the information and materials necessary to obtain jurisdictional approval for the implementation of their Submission, including but not limited to permits. The Partnership shall contact the winning Entrants using the Personal Information provided at registration within sixty (60) days after the Competition awards are announced. If the Partnership is unable to locate the Entrant within sixty days, or if a Winning Entrant becomes ineligible for any reason, the Submission receiving the next highest number of votes from the Jury shall be declared a Winner. The Winning Entrant agrees, by virtue of his or her Submission, to travel to Frederick, Maryland between May 2, 2020 and May 8, 2020 to construct the winning Submission, and to attend the celebration activities scheduled for May 9, 2019. The Winning Entrant also agrees that he or she shall deconstruct the project approximately twelve months later, on a specific date to be provided by the Partnership. The Winning Entrant is solely responsible for all costs and fees associated with his or her travel and lodging, and neither the Partnership nor Sponsors shall be responsible for same.

LIABILITY INDEMNITY

By entering the Competition, Entrant agrees to indemnify and hold harmless the Partnership, all members of the Jury all Sponsors and all Property Owners, from any and all claims which relate to the Competition, including but not limited to the construction of any Submission. Entrant shall be solely responsible for and shall indemnify the Partnership, all Jury members all Sponsors and all Property Owners from any and all losses, damages, expenses and liabilities (including without limitation attorneys' fees) due to or arising out of the Entrant's Submission; the Partnership's conduct of the Competition; use of Entrant's Submission; or Entrant's participation in the Competition, including without limitation, claims for copyright and trademark infringement.

The Winning Entrant shall obtain a general liability insurance policy which covers the Submission/3D Art Installation created by the Winning Entrant from the date of initial project construction through the date of complete project deconstruction, with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate limit, and which shall list the Partnership and Property Owners as additional insured, The Winning Entrant shall provide proof of said policy to the Partnership no less than forty-five days prior to beginning construction of the 3D Art Installation, and at other times as reasonably requested by the Partnership throughout the project duration. The Winning Entrant shall be solely responsible for all costs associated with said policy, including any premium or deductible therefore, and shall be responsible for maintaining the policy until such time as the 3D Art Installation has been deconstructed in its entirety. Should the Winning Entrant fail to timely provide proof of insurance as set forth in this Paragraph, then the Partnership shall have the right, but not the responsibility, to obtain insurance on behalf of the Winning Entrant in compliance with the terms of this Paragraph, and shall deduct the cost for said insurance coverage from any award due to the Winning Entrant.

By entering the Competition, Entrant agrees that all disputes, claims and causes of action he or she may have against the Partnership shall be resolved by mandatory arbitration, and Entrant shall be solely responsible for all costs, including attorney's fees, that the Partnership incurs as a result of same.

MISCELLANEOUS

Entrant agrees that Maryland law shall control the interpretation of these Terms and Conditions. Entrant expressly consents to the jurisdiction of the Courts of the State of Maryland and hereby stipulates that Frederick County, Maryland is the proper venue for any dispute related to this Agreement.