

AIA Film Challenge 2022 Official Rules

Timeline

Registration Opens Monday, June 13

Submission Period Monday, June 13 - Friday, August 26

Registration Deadline Monday, August 22

Final Films Due Friday, August 26

Judging Friday, September 9 - Monday, September 19

Public Voting Friday, September 9 – Friday, October 14

Winners Announced October 2022

Films must be submitted as a Vimeo or YouTube link.

- Every film must include the AIA Film Challenge logo within the last 10 seconds. Only the approved Film Challenge Logo may be used for the entries, and may be downloaded from the FAQ page on aiafilmchallenge.org, or from the resource section of your Participant Portal.
- Release forms (available on the Participant Portal) must be submitted along with the link to the final film.
- Entries must be between 1:30 minutes (minimum) and 3:00 minutes (maximum) in length, and reflect upon the following prompt:

The AIA Film Challenge 2022 calls for stories of architects working with civic leaders to design sustainable and/or equitable communities.

- Ownership of the content submitted to the AIA Film Challenge will remain with the producers / filmmakers.
- Owners reserve the right to use the film submitted to the challenge for personal purposes, including marketing and branding of the firm and/or architectural project.
- AlA is granted a limited license to use the film submitted to the challenge for promotion or distribution in connection to the campaign.



PROPRIETARY & CONFIDENTIAL For any questions, email challenge@wearespence.com. Thank you!



Introduction and Overview

Thank you for your interest in the AIA Film Challenge(the "Contest")! The CSpence Group ("Spence" or "Administrator") has teamed up with the American Institute of Architects ("AIA" or "Sponsor"), to invite filmmakers, architects, and storytellers ("Participant(s)") across the United States to submit an entry in the Contest an original audiovisual work which can include some third-party footage or footage previously shot by the entrant, in accordance with the criteria described in this packet (each, a "Submission") for the chance to win one of the following prizes presented by the AIA:

(1) Opportunity for distribution of Grand Prize and People's Choice winning films at an in-person, virtual, or hybrid film screening, to be determined by the Administrator, (2) A total sum of five thousand dollars (\$5,000) for the Grand Prize Winner, (3) A total sum of two thousand dollars (\$2,000) for the People's Choice Award winner, (4) A total sum of three thousand dollars (\$3,000) for the Runner Up (5) A total sum of two thousand dollars (\$2,000) for Third Place and (6) A total sum of five hundred dollars (\$500) for each finalist unless they are the Grand Prize, Runner Up, Third Place and/or Public Voting winner. All submitted films, in addition to the winning films, will have the (7) Opportunity to be distributed via AIA channels. To be considered for the prizes listed above, each Submission must address a prompt (the "Prompt"), as stated in the Film Challenge website, http://aiafilmchallenge.org, and submitted via the website by no later than August 26, 2022.

To register, all entrants must complete an application form located on the Contest website located at: http://aiafilmchallenge.org. Applications will be accepted from June 7, 2022 at 6:00:00 a.m. PT to August 16, 2022 at 11:59:59 p.m. PT. Submissions (i) must be videos (with sound) in digital format, (ii) must be in the form of an original documentary (narrative elements including animation and special effects are permitted), (iii) must have a total run time between ninety seconds (:90s) and three minutes (3:00), and (iv) must not have previously aired or been exhibited via YouTube, Vimeo, or otherwise on the Internet or in any other media.

Each Participant will be required, as a condition to participation in the Contest, to review the following documents on the Participant Portal at aiafilmchallange.org and submit with their entry one (1) signed copy of the following:

- Agree to the Contest Official Rules by clicking "Agree" on all parts of the online submission form. (See Exhibit A, the "Submission Agreement").
- Where required, Talent Release(s)
- Where required, Content License and Release(s)



• Where required, Location / Property Release(s)

The Official AIA Film Challenge 2022 Rules ("Official Rules") govern your participation in the Contest and explain how Participants may enter the Contest for the chance to win the Prizes. All Participants that participate in developing and creating the Submission must agree by clicking "Agree" on all applicable parts of the online submission form. All Submissions must include original content created by the Participant or content that has been properly licensed or granted clearance for use by the participant by the owner of the content, including, but not limited to, all copyrights, trade secrets, locations, and the rights of any individual in his or her name, likeness, image or voice, as well as any third-party footage or footage previously shot by the participant. Submissions that violate the rights of others or contain trademarks, logos or brand names of others are not acceptable and are subject to disqualification.

Please be aware that by participating in the Contest, you grant the Administrator and Sponsor and its assignees and licensees a limited exclusive, royalty-free right, license and privilege (and all elements contained within the Submission) to exhibit, broadcast and/or otherwise use the Submissions and any parts thereof (or may refrain from doing so), in their sole and absolute discretion, in any and all media whether now or hereafter known, which may include, without limitation, www.aia.org, www.aiafilmchallenge.org, www.blueprintforbetter.org, www.wearespence.com, and any advertising or publicity in connection therewith (collectively, the "Platforms"). Such license grant shall automatically expire after three (3) years from August 26, 2022. For this reason, Participants that participate by developing and creating a Submission must agree to the Submission Agreement on the website. Administrator and Sponsor are under no obligation to broadcast, air, exhibit, distribute, publish or otherwise make use of any Submission on the Platforms or otherwise, and may do so (or refrain from doing so) in their sole and absolute discretion. No Participants will be entitled to any compensation for such use or exploitation of the Submission or any part thereof by Administrator, Sponsor or their affiliates and designees.

Participants must agree not to license or sell the Submission to any other person or entity other than the Administrator and Sponsor. Notwithstanding the foregoing, upon conclusion of the Contest, you and all Participants may include your Submission in a portfolio of work for future academic and/or professional opportunities, and may submit it to other competitions, provided that the official Logo is removed. If you have any questions about the Contest or the Official Rules, please contact challenge@wearespence.com.



EXHIBIT A

AIA Film Challenge

OFFICIAL RULES / SUBMISSION AGREEMENT

THIS IS AN AGREEMENT TO BE BOUND BY THE OFFICIAL RULES OF THE AIA FILM CHALLENGE; READ CAREFULLY. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. NO PURCHASE OF ANY KIND WILL INCREASE YOUR CHANCES OF WINNING.

THIS IS A SKILL-BASED CONTEST. VOID WHERE PROHIBITED BY LAW. SUBMISSION AGREEMENT AND PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO POST, DISTRIBUTE, PUBLISH, AND USE IN ANY MANNER ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST. YOU HEREBY AGREE THAT ALL DISPUTES ARISING FROM PARTICIPATION IN THE CONTEST SHALL BE RESOLVED SOLELY BY BINDING ARBITRATION. BY CLICKING 'AGREE' YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT RELATED TO THE CONTEST.

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WITHOUT LIMITATION, THIS AGREEMENT INCLUDES GRANTS OF CERTAIN RIGHTS BY YOU TO THE CONTEST ADMINISTRATORS, A CLASS ACTION WAIVER, AN AGREEMENT TO MANDATORY ARBITRATION OF DISPUTES, AN AGREEMENT TO INDEMNIFY THE CONTEST ADMINISTRATORS AND SPONSORS IN THE EVENT OF THIRD PARTY DISPUTES AND A LIMITATION OF OTHER RIGHTS AND REMEDIES.

1. <u>Eligibility</u>. The AIA Film Challenge (the "Contest") is open only to an individual or small team who, at the date and time of entry, is physically located in one (1) of the fifty (50) United States, the District of Columbia, or a U.S. territory. Employees, officers and directors of The CSpence Group ("CSG" or "Administrator"), the American Institute of Architects ("AIA" or "Sponsor"), (together Administrator and Sponsor, collectively, the "Contest Entities"), and Film Challenge



judges for the 2022 year are not eligible to enter the Contest or win a prize. (For the avoidance of doubt, AIA Components, AIA members, and architecture firms are eligible to participate.) For purposes of this Contest, "immediate family members" are defined as a spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and "those living in the same household" means those who share the same residence at least three (3) months in a year, whether legally related or not. By entering or participating in the Contest, entrants agree to be bound by these "Official Rules" and the decisions of the Judges (defined below) and/or of Sponsor and Administrator, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.

2. <u>Contest Dates</u>. The Contest begins on or about June 13, 2022 at 9:00:00 a.m. ET with the Promotion and Registration Period and ends after the announcement of the Winners (defined below) in October 2022 ("Contest Period"). During the Contest Period there are a series of related events which start and end on or about the dates noted below:

IMPORTANT CONTEST DATES:

Film Challenge timeline

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Registration Deadline Monday, August 22

Final Films Due Friday, August 26

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Winners Announced October 2022

Note: All dates/times are subject to change/extension in Sponsor's and Administrator's sole and absolute discretion.

3. <u>How To Enter</u>. To enter the Contest, interested individuals in the United States, District of Columbia, or U.S. Territory must fill out a form on Administrator's website as instructed by



Administrator. On or about June 13, 2022, Administrator shall make public the Prompt for the Submissions. Each Participant (individuals or small teams, collectively "Participant") shall work on producing its video submissions (each, a "Submission" and collectively, the "Submissions") in accordance with the criteria set forth herein (including, without limitation, the Content Guidelines set forth in Paragraph 4 below). The Participant shall deliver their fully completed Submissions by the applicable Contest Entry Deadline and shall follow the specific delivery instructions established by Administrator in its sole and absolute discretion. For purposes of this Contest, an "Entry" includes the following: (i) a Submission that follows the technical, creative, and legal requirements disclosed in these Official Rules, including, without limitation, the Content Guidelines set forth herein; (ii) click "agree" where prompted to acknowledge and agree to be bound to the Official Contest Rules and all terms and conditions of the contestant agreement; (iii) all necessary talent, content and property licenses and release forms, (iv) a film profile as defined in the Participant Portal, (v) still images of your submission, and (vi) collaborator credits.

Limit of one (1) entry per Participant for the Contest. Each Participant must meet the eligibility requirements above. Participant(s) may only enter one Submission. A Submission may, in Sponsor's or Administrator's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, and abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified at Sponsor's and Administrator's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's or Administrator's sole and absolute discretion. Entries which subvert the entry process are void. Assurance of delivery of entries is the sole responsibility of Entrant. The Contest Entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

- 4. <u>Submission Content Guidelines</u>. Submissions that do not meet the following "Content Guidelines" are subject to disqualification at Sponsor's or Administrator's sole and absolute discretion, so read and follow these Content Guidelines carefully:
 - Submissions must address the Prompt which will be announced on or about June 13, 2022, (the "Prompt").



- Submissions (i) must be videos (with sound) in digital format, (ii) must be in the form of an original documentary (narrative elements including animation and special effects are permitted, as well as usage of some third-party footage or footage previously shot by the entrant), (iii) must have a total run time between ninety seconds (:90s) and three minutes (3:00).
- Submissions must comply with these Official Rules and meet all specifications or requirements called for in these Official Rules and other advertising for the Contest.
- All Submissions must include original content created by the Participant during the "Submission" Period. Participants may use up to 50% of original content created before the "Submission" period, but final submissions must include original content created specifically during the "Submission" period. For any third party content used, Participant must have obtained a license or permission to use the content from the owner of the content, including, but not limited to, all copyrights, trade secrets, locations, and the rights of any individual in his or her name, likeness and/or voice, and must not infringe on the intellectual property or other personal or proprietary rights of any other person or entity, and provide confirmation of such license or permission in writing to Administrator or Sponsor along with Submission. If any content in Submission is not original including without limitation any visual stock imagery, music or sound track in the Submission it must be licensed or cleared from the owner of the content and Member must ensure that such license or permission also grants Member the right to sublicense all rights necessary for Member's compliance with this Agreement. Use of any materials in a Submission that infringe third-party rights is grounds for disqualification from the Contest and may subject the Participant to liability Entries that contain brand names, trademarks or company logos are subject to disqualification. Each Submission, in its entirety, must be suitable for digital presentation in a public forum. Please keep in mind that all Submissions may be made public, so Entrants should use good judgment about how subject matter, particularly sensitive material, is depicted or disclosed in their Submissions.
- Submissions must not have been submitted previously in any contest of any kind or
 previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of
 friends and family) through any means.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or



- age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) contains things such as viruses, trojan horses or other technologies that could adversely impact the Contest or Administrator and Sponsor's Platform, and/or (f) is disparaging to the Contest Entities or is inconsistent with the positive images and/or goodwill with which the Contest Entities wish to associate (at the sole and absolute discretion of the Contest Entities).
- Submissions should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.

5. Intellectual Property. Entrants, upon submission of their Submission to Administrator for entry in the Contest, hereby irrevocably grant to Administrator and Sponsor and its assignees and licensees (collectively, "Company"), for good and valuable consideration, receipt of which is hereby acknowledged, a limited-exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege (including, without limitation, the right to grant multiple level sublicenses), for all commercial and non-commercial purposes (including, but not limited to, merchandising, advertising and promotion purposes). Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted for entry in the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. In addition, Entrant agrees that Administrator or Sponsor shall have the sole discretion in determining the extent and manner of the use of the Submission (without any obligation to compensate Entrant for such use, if any), and all images, text and materials depicted therein, in whole or in part, and that Administrator and Sponsor are not obligated in any way to use or exploit same or anything else granted herein or any portion thereof in any medium or any manner. Entrants agree not to issue any publicity concerning the Contest Entities. Entrants agree that prior to or during the Contest Period, and, subject to the terms herein contained, after the Contest Period, they shall not license, sell or use the Submission for commercial exploitation, and shall not use or permit any other public use, display or distribution of the Submissions. Notwithstanding the foregoing, upon conclusion of the Contest, Administrator and Sponsor permit Participants to use their Submission solely for personal, non-commercial purposes; if such uses are via the Internet through embedded YouTube or Vimeo player links. Participants may include their Submission in their portfolio of work for future academic and/or professional opportunities. Entrants may use their Submission for other contests or other



challenges. Entrant agrees that neither the Sponsor, Administrator, nor their agents, shall be responsible for the return or preservation of the Submissions submitted. All Submissions that are posted on Administrator and Sponsor's website or elsewhere are available to be viewed by anyone with access to the Internet. Entrants' Submissions may provide the placement, form, format and text of credits for use with the Submission of which will be subject to Administrator or Sponsor's sole and exclusive discretion.

6. Additional Terms. Entrants acknowledge that Submissions are not being submitted in confidence or in trust to Administrator and that no confidential or fiduciary relationship is intended or created with any Contest Entity. Entrants further acknowledge that any Contest Entity and/or other Entrants may have created ideas and concepts contained in their Submissions that may be similar to those in his or her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because such similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Submissions, and there is no obligation for any Contest Entity to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with the Contest Entities whatsoever. Submissions are not confidential and the only obligations of the Contest Entities to Entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor and Administrator are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and Administrator and their assignees, successors and designees to use the Entrant's name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without compensation, in all media now known or hereafter discovered. worldwide in perpetuity, without notice or review or approval. Administrator and Sponsor reserve the right to request from Entrant at any time proof that Entrant maintains all necessary rights in the Submission in order to grant Administrator and Sponsor the rights required herein in a form acceptable to Administrator and Sponsor. Failure to provide such proof may lead to, among other things, Entrant being disqualified from the Contest by Sponsor or Administrator.



7. Representations, Warranties and Indemnity, By entering the Contest, each Entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrants further represent and warrant that their Submissions: (1) are original with such Participant or have permission to use up to 50% of footage previously shot by the entrant, and that Entrant has all necessary rights to grant Sponsor the rights granted hereunder and exercise such rights without obligation or liability to any third party; (2) will not infringe or violate any right whatsoever including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, trade secrets, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations on the part of the Contest Entities; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Further, each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules. Each Entrant agrees to provide to Administrator copies of all such permissions, licenses and consents upon Administrator's request. Sponsor and Administrator reserve the right in their sole discretion to disqualify any Submission that they determine does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant with the Official Rules or the law, or to require Entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission to any other third party. Further, each Entrant represents and warrants that Administrator and Sponsor's use of any Submission shall not violate an agreement to which such Entrant has signed. Each Entrant further represents and warrants that he/she is not engaged pursuant to any union or guild agreement that results in any ongoing obligations resulting from the exploitation of the results and proceeds of his/her services (if any) in connection with the Contest, the Submission or any appearances in publicity or promotion in connection therewith. Entrants further represent and warrant that there is no performing rights society that has jurisdiction over any materials submitted by Entrants. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent relating to any breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Official Rules or Contest activities or otherwise in connection with the Submissions or the Contest itself.



- 8. <u>Determining the Finalists</u>. During the Initial Judging Period (see dates in the above chart), each Submission submitted by an eligible Entrant will be reviewed by the CSG judging team, who will review and judge all eligible Submissions for compliance with the Official Rules and based on the following judging criteria (collectively, the "Judging Criteria"):
 - Adherence to prompt & architectural placement (33.33% of total score)
 - Does the film follow the prompt:
 The AIA Film Challenge 2022 calls for stories of architects working with civic leaders to design sustainable and/or equitable communities.
 - Does the cinematography and visual approach portray architecture in an original and unique way?
 - Does the film bring the prompt to life in an original, engaging and entertaining way?
 - Does the film tell an inspiring story of architecture as a solution?
 - Storytelling (33.33% of total score)
 - Is the story compelling, cohesive, and well crafted?
 - Is the story unique
 - Ones the storytelling hold the viewer's attention?
 - Is there civic or community engagement as part of the story?
 - Technical Merit (33.33% of total score)
 - Cinematography quality, including composition, color levels, focus and camera control.
 - Editing quality, including pacing, continuity, use of advanced or innovative editing techniques and use of special effects.
 - Soundtrack quality, including originality of score, audio integration, audibility and clarity.

The CSG judging team will use a rubric, which contains two sections and can be found on the Participant Portal, to review your Submission to determine if your film advances in the competition. All films must meet the criteria outlined in section 1 of the rubric. If all criteria in section 1 are met, your film will be evaluated on the Judging Criteria outlined above, and can receive between 3 and 15 total points. Based on the total score the CSG judging team assigns to each Submission using



the Initial Judging Criteria, ten (10) Submissions will be ultimately selected by the CSG judging team, and the selected Participants will be the "Finalists", subject to confirmation that the potential Finalists (i.e., each of the Finalist Participants) have met the eligibility requirements and complied with these Official Rules. If there is a tie after the CSG judging team applies the Initial Judging Criteria, the Administrator will bring in a tie breaking Judge to apply the same Initial Judging Criteria to break the tie and determine the Finalists. Based on previous submissions, Administrator anticipates between 100 and 200 participants.

- 9. Notification of Finalists. Finalists will be notified via email or phone call on or about September 9, 2022 that they have been selected as Finalists, unless the judging period is extended by Administrator and/or Sponsor. Notification is deemed to have occurred immediately upon the sending of an e-mail or the placing of a phone call. If a Finalist is found to be ineligible or not in compliance with these Official Rules or declines to continue to participate in the Contest for any reason, such Finalist may be disqualified and an alternate Finalist may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a potential Finalist or for any false, incorrect, changed, incomplete or illegible contact information provided by the Participant. In order for a potential Finalist Participant's Submission to be eligible for consideration in the Final Judging Round, Participant must submit film via the contest's website http://aiafilmchallenge.org by no later than August 26, 2022. The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information.
- 10. <u>Determining the Winners.</u> During the Final Judging Period (see dates above), each Submission submitted by an eligible Finalist will be reviewed by a Final Judging Panel, who will review and judge all eligible Submissions based on the Judging Criteria set forth in Paragraph 8 above. Based on the total score the Final Judging Panel assigns to each Submission using the Judging Criteria, one (1) Submission from the Finalists will be ultimately selected by the Final Judging Panel, and the selected Submission's Participant will be the "Grand Prize" presented by the AIA, subject to confirmation that the potential Winners have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Final Judging Panel applies the Judging Criteria, Administrator will bring in a tie breaking judge to apply the same Judging Criteria to break the tie and determine the Winners. The Final Judging Panel will also select a "Finalist Prize".



- 11. <u>Determining the People's Choice Award Winner.</u> Up to fifty (50) submissions that meet the judging criteria will be featured in the Film Challenge Website and will be reviewed by the public at large, who will watch and vote for their favorite film. Votes are cast on aiafilmchallenge.org by clicking the vote icon under the film. Votes can be cast once per day. Based on the total number of votes given to each Submission by the public, one (1) Submission will be ultimately selected and will be the "People's Choice Award Winner" presented by the AIA, subject to confirmation that the potential Winners have met the eligibility requirements and complied with these Official Rules. Administrator and/or AIA may disqualify a Submission if in their respective reasonable judgment, there is or appears to be discrepancies or any other indication that voting was not legitimate. If there is a tie after the public at large votes, Administrator will bring in a tie breaking judge to apply the same Judging Criteria to break the tie and determine the Winners.
- 12. Notification of Grand Prize Winner and People's Choice Award Winner. Grand Prize winners will be notified via a phone call or email on or about October 2022 unless extended by Administrator. People's Choice Award Winner will be notified on or about October 2022 unless extended by Administrator. Notification is deemed to have occurred immediately upon the sending of an e-mail or the placing of a phone call. If a Winner is found to be ineligible or not in compliance with these Official Rules or declines to continue to participate in the Contest for any reason, such Winner may be disqualified and an alternate Winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a Winner or for false, incorrect, changed, incomplete or illegible contact information provided by the Participant.
- 13. Prize and Value. The winner shall receive a cash prize ("Grand Prize") presented by the AIA consisting of \$5,000. The People's Choice Award shall receive a cash prize presented by AIA consisting of \$2,000. The Runner up winner shall receive a cash prize consisting of \$3,000. The Third-Place winner shall receive a cash prize consisting of \$2,000. Finalists, with the exception of the Grand Prize, Runner Up, and Third Place Winners, and the People's Choice Award winner, shall receive a cash prize presented by AIA consisting of \$500. The Grand Prize Winner, People's Choice Award, Runner Up, and Third Place winners will all be eligible for the opportunity for distribution of their films at an event that is to be determined. The Prizes are non-transferable, and Sponsor/Administrator may, in its sole discretion, provide equivalent substitutions for cash value. All Prize details not specified in these Official Rules will be determined in Sponsor's and/or other Contest Entities' sole and absolute discretion. Prize details and availability are subject to



change at Sponsor's and/or other Contest Entities' sole and absolute discretion. In the event a Winner or Finalist (including any of its individual Participants) engages in behavior that (as determined by the Contest Entities) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and Administrator reserve the right to terminate their right to receive a Prize. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose)

14. General Conditions. The Released Parties (as defined in paragraph 15) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Administrator's website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for injury or damage to participants' or to any other person's person or property related to or resulting from participating in this Contest or downloading materials from or use of Administrator's Website. Persons who tamper with or abuse any aspect of the Contest or the Administrator's Website or who are in violation of these Official Rules, as solely determined by Sponsor or Administrator, may be disqualified and all associated entries voided, all in Sponsor's/Administrator's sole judgment. Should any portion of the Contest be, in Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention or other causes which, in the sole opinion of the Sponsor or Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner, Finalist or Award Recipients from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and



appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail or other account to receive messages. CAUTION: ANY ATTEMPT TO DAMAGE ADMINISTRATOR'S OR SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, OR THREATS TRANSMITTED BY ANY MEANS PUBLIC OR PRIVATE TO CAUSE ANY DISRUPTION, DELAY OR DAMAGE WHATSOEVER TO THE CONTEST BY ANY MEANS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR OR ADMINISTRATOR MAY DISQUALIFY ANY INDIVIDUALS IT REASONABLY BELIEVES HAS PERPETRATED SUCH ACTS AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES AND COSTS) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Release. By participating in the Contest, Entrants agree to release, discharge and hold harmless the Contest Entities and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Contest itself, the Submissions, or Entrants' participation in the Contest and/or related to any Prize (including, without limitation, losses, damages or injuries (including any attorney's fees and costs) to Entrant's or any other person's equipment or other property, or to their persons, related to the development, creation or production of the Submission or otherwise related to such persons' participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or Prize). Without limiting the generality of the foregoing Entrants agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to the Prize, including, without limitation, to the Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any company, manufacturer or other person or entity (if any) furnishing services, or products ("Suppliers") as a part of the Prize provided in connection with the Contest; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, employees or independent contractors, (2) by any defect in or failure of any



vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties, Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and Submissions and to release all rights to bring any claim, action or proceeding against Released Parties. The Released Parties are not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH PROPRIETARY & CONFIDENTIAL THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

16. <u>Publicity Release.</u> Subject to applicable law, Entrants irrevocably grant the Released Parties and each of their licensees, successors, and assigns the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the Winners, Finalists and Award Recipients. Each Entrant agrees that all rights to such promotional materials shall be owned by Administrator and Sponsor and his or her appearance therein and services in connection therewith shall not be subject to any union, guild or collective bargaining agreement; each entrant acknowledges that neither Sponsor, Administrator and Sponsor nor Administrator are, nor do they anticipate becoming signatories to any union, guild or other collective bargaining agreement that may be construed



to relate to the Contest, the Submissions or the any of the foregoing related promotional materials featuring such Entrant's appearance or performance. In addition, each Entrant hereby affirms that neither he or she, nor anyone acting for such entrant, gave or agreed to give anything of value to any of the Released Parties, or any representative of any television network, motion picture studio or production entity, for arranging such Entrant's appearance in such promotional materials or the possible exhibition of such Entrant's Submission in any media whether now known or hereafter devised. Each Entrant understands that if he or she is a resident of any state where such Entrant has the right to limit his or her grant of publicity rights in his or her name for certain promotional purposes, such Entrant has elected to waive that right in consideration of the possibility of publicity. Each Entrant further agrees and acknowledges that he or she will not make any public statements or release any other information relating to the Prize and the Contest to the media without Sponsor's, Administrator and Sponsor's and/or Administrator's prior written approval.

- 17. <u>Suspension / Modification / Termination.</u> In the event Sponsor or Administrator is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor and Administrator shall have the right to modify, suspend or terminate the Contest. Sponsor and Administrator additionally reserve the right, in their sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor's/Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (2) to disqualify any Entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an unsportsmanlike manner.
- 18. <u>Governing Law / Limitation of Liability.</u> All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor, or the Released Parties in connection with the Contest will be governed by



and construed in accordance with the internal laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR WITH ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED: AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY. SO THE ABOVE MAY NOT APPLY TO YOU.

19. <u>Disputes / Arbitration</u>. The Parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor and Administrator shall be entitled to seek injunctive or equitable relief in the state and federal courts in the District of Columbia, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration



administration service. If an in-person hearing is required, then it will take place in Washington, DC; provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the District of Columbia. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any Entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest (or any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

- 20. <u>No Obligation To Use.</u> Administrator and Sponsor and/or other Contest Entities shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or any part thereof (including, without limitation, the Winners' Submissions) or, if commenced, to continue the distribution thereof (or to compensate Entrants, Participants or any other parties for any such uses), and Administrator and Sponsor and/or other Contest Entities may at any time abandon the use of the Submission (including, without limitation, the Winners' Submissions) for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.
- 21. <u>Dates & Deadlines / Anticipated Number of Contestants.</u> Because of the unique nature and scope of the Contest, Sponsor/Administrator reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.



- 22. <u>Further Documentation.</u> If Sponsor and/or Administrator shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor and/or Administrator may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Entrant agrees to sign the same promptly upon the applicable party's request therefor.
- 23. <u>List of Contest Winner / Official Rules Requests.</u> To receive any legally-required list of the Winners, Finalists and/or Award Recipients, send a stamped self-addressed envelope to The CSpence Group, 403 Lake Cliff Trail, Austin, TX 78746 within sixty (60) days of expiration of the Contest Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to the foregoing address prior to the end of the Contest Period.
- 24. <u>Identification of Sponsor and Administrator</u>. This Contest is sponsored by the American Institute of Architects (1735 New York Avenue, NW, Washington, DC, 20006), and administered by The CSpence Group, 403 Lake Cliff Trail, Austin, TX 78746. References to third parties in connection with the prize and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor, any of the other Contest Entities, or the Contest.
- 25. <u>Information Submitted.</u> As a condition of entering the Contest, each Entrant gives consent for Sponsor and Administrator to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrants provide to Sponsor and Administrator may be used to communicate with Entrant in relation to this Contest or on a Contest Winner/Finalist/Award Recipients list.
- 26. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's or Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules



Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on Administrator's or Sponsor's Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

//END OFFICIAL RULES//

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