

## **Awards**

No prize money will be awarded. Award recipients will be based on credits provided in the design team spreadsheet.

## **Notification**

Awards will be announced at the annual Design Awards Gala (date TBD). Award recipients will not be notified in advance. AIA San Francisco will notify award participants through the contact information provided during the submission process. Participants are solely responsible for providing accurate contact information.

AIA San Francisco reserves the right to determine eligibility before making an award and to require each individual participant in a submission to confirm his or her agreement to the terms and conditions of this award program before any award is made.

## **Waiver of Right to Publicity**

Participant understands that the winning submissions will be highlighted in various local and national media outlets as part of the AIA San Francisco's activities. By making a submission, you agree that AIA San Francisco, and any of its affiliated entities and other entities working with or involved in the AIA San Francisco Design Awards, may use your name, likeness, biographical information, signature, voice, photo and/or video to promote the Design Awards and the goals of AIA San Francisco and its affiliated entities, worldwide and in perpetuity, in any and all forms of media and print, now known and hereafter devised, including without limitation on the Internet, without restriction as to frequency or duration, and without compensation, consideration, notification or further permission, except as prohibited by law.

## **Exhibition**

An exhibition featuring the winning submissions will be produced and publicly displayed at the AIA San Francisco offices. The installation will be produced by AIA San Francisco, but the award recipients will be responsible for submitting materials required for fabrication.

## **License and Right to Use Submission**

By making a submission, you grant permission and a worldwide, perpetual, royalty-free nonexclusive license to AIA San Francisco, and its affiliated entities and those working with or involved in the AIA San Francisco Design awards, to use, reproduce, create derivative works, perform, display, distribute, copy, post, make models of, and otherwise share the Submission

on any media now known or developed in the future. AIA San Francisco shall have the right to use or not use any Submission in any manner or medium it chooses.

### **Right to Make Submission**

A valid Submission may not contain material that violates or infringes another person's or entity's rights, including but not limited to any privacy, publicity or intellectual property rights, such as trade secret, proprietary rights, copyright or trademark. By making a submission, you further agree that you understand that any ideas, suggestions, and/or concepts included in your submission may be publicly disclosed and be available for comment. You waive all rights, claims and any cause of action that you may have against AIA San Francisco or any third parties associated with the Design Awards program related to any ideas, suggestions and/or concepts that may be disclosed in your Submission and any comments about any such ideas, suggestions and/or concepts that may be made.

By making a Submission, you represent and warrant that, consistent with the terms and conditions: (a) the Submission is your original work; (b) you own the copyright in the submission; (c) the submission does not violate, in whole or in part, any existing copyright, trademark, trade secret, proprietary rights or any other property rights of any other person, organization or entity; (d) any third-party content included in your submission is not protected by copyright or you have a license to use the content for any purpose, specifically including the Design Awards; (e) you are unaware of any agreement that is inconsistent with the terms and conditions ; (f) you are not disclosing the confidential, trade secret or proprietary information of any person or entity; (g) you have full power and all legal rights to register and make a submission; and (h) you acknowledge that your registration information, registration fee and submission cannot and will not be returned to you.

### **Release**

By registering for the Design Awards, you agree to terms and conditions and the decisions of AIA San Francisco, and its affiliated entities and parties to the Design Awards, on behalf of yourself and each of your respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Party"), and you release, defend and hold harmless AIA San Francisco, its parent companies, subsidiaries, affiliates, associated entities, professional advisors, and other parties to and assisting in this Design Awards, and their respective officers, directors and employees ("Released Parties") from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, lost profits, indirect or direct damages, consequential damage, incidental damages, punitive or exemplary damages, judgments, claims and demands whosoever, in law, or equity, whether known or unknown, foreseen or unforeseen, which any Releasing Party has or may ever had, now or hereafter, arising from or related to the Design Awards, the preparation of any entry materials, or delivery, misdelivery, acceptance, possession, use of or inability to use

any award. Further, the Releasing Party hereby expressly waives all rights afforded by any statute or doctrine that limits the effect of a release, with respect to unknown claims.

## **Indemnification**

By entering the AIA San Francisco Design Awards, you agree to indemnify, defend, and hold harmless AIA San Francisco, its officers, directors, employees, owners, parent entity, affiliates, agents and licensees, and any other parties assisting in this awards program from and against any and all claims, actions, demands, and liabilities, including those raised or brought by third parties, and any costs and expenses, including, without limitation, reasonable attorney and professional fees and costs and other expenses of any nature incurred in the investigation and defense of any such claims resulting from your breach of any provision of the terms and conditions, or any representation or warranty you provide herein, or otherwise arising in any way out of your entry into the Design Awards, whether now known or unknown, or anticipated or unanticipated. AIA San Francisco reserves the right to take exclusive control and defend any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with AIA San Francisco in asserting any available defenses.

## **General Provisions**

AIA San Francisco Design Awards shall be governed by and interpreted under the laws of the State of California without regard to conflict of law provisions. By entering the Design Awards, you agree that any disputes, claims causes of action or controversies arising out of or in connection with this awards program shall be resolved by the State and Federal courts covering California, which shall have sole jurisdiction of any controversy regarding or arising from the Design Challenge or the terms and conditions.

BY REGISTERING FOR, AND MAKING A SUBMISSION TO, THE AIA SAN FRANCISCO DESIGN AWARDS, YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THE COURTS COVERING CALIFORNIA AND SUBMIT TO THE JURISDICTION OF THE CALIFORNIA STATE AND FEDERAL COURTS.

Further, you acknowledge and agree that you may only assert claims on your own behalf and not on behalf of any other person or entity arising from or in connection with the Design Awards.

## **Privacy**

By entering the AIA San Francisco Design Awards, you agree that any information provided may be used according to the terms and conditions of the AIA San Francisco Privacy Policy, available at <https://aiasf.org/privacy-policy/>.