



OFFICIAL RULES OF THE urbancanvas DESIGN COMPETITION

1. urbancanvas DESIGN COMPETITION PARTNERS

**New York City Department of Buildings
New York City Department of Cultural Affairs
Rockefeller Foundation
Public Design Commission of the City of New York**

2. ELIGIBILITY

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. The Contest is open only to residents of the United States (including District of Columbia), who are at least eighteen (18) years of age at the time of entry. To be eligible to enter the Contest, the Entrant (alternately, "You", "Your", or "Yourself") must meet the eligibility requirements described herein and have read and agreed to these Official Rules.

Entrants must be able to provide three samples of recent art or professional design work that exemplifies entrants' design sensibilities.

Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, will be disqualified.

Employees of the City of New York and The Rockefeller Foundation and their affiliates, advertising and promotion agencies and anyone involved in the development or execution of this competition, and the immediate families (parents, spouses, siblings, and children and their spouses) and members of the households of such employees are ineligible.

Additionally no partner, associate, employer/employee or immediate families of a Jury member may participate. No member of the Jury shall be eligible to compete in the competition, assist a competitor, or act in any other capacity whatsoever to advise or aid a competitor in the development or presentation of his or her submission.

urbancanvas shall exclude and declare ineligible any submission which has been received after the time limit; is incomplete in its essential elements; submits in graphic or written material to the pre-Jury selection team or Jury which carries an identifying mark(s) of the authors; or violates any provisions of the competition description, evaluation criteria and conditions. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.

By entering this competition, competitors will be declaring that the designs in their submission have been developed solely for the purposes of this competition and represent no infringement of any third party's existing trademark, copyright, patent or other intellectual property right.

Competitors may enter as individuals or multi-disciplinary teams. Competitors may only submit one (1) proposal whether individually or as part of a team. Subsequent entries will be disqualified.

To compete, all participants must meet the eligibility requirements, complete the online urbancanvas Design Competition Registration Form and agree to comply with these Official Rules of the competition. All submissions will be reviewed for compliance with competition rules and regulations, and the urbancanvas pre-Jury selection team will only consider competitors who have completed and signed the registration form, submitted all required files and meet all technical requirements of the urbancanvas brief as detailed above. The submissions selected by the pre-Jury selection team will be the only submissions viewed by the urbancanvas Jury. To be selected as a finalist and be included in the online Public Vote, the Design Commission must approve the Artwork Package. By submitting a proposal, each competitor automatically affirms compliance with the competition requirements, rules and guidelines and agrees that any violation will result in immediate disqualification from the competition.

The urbancanvas pre-Jury selection team reserves the right to request additional information from any competitor about images used in a submission at any time.

The urbancanvas Design Competition Sponsors and the City of New York are under no obligation to assemble, use or install any Artwork resulting from this competition.

The urbancanvas Design Competition Sponsors and the City of New York are under no obligation to declare finalists or winners or make any award. The urbancanvas pre-Jury selection team and the Jury's decision shall be final and unappealable.

THE CITY OF NEW YORK AND THE ROCKEFELLER FOUNDATION RESERVE THE RIGHT TO ISSUE UPDATES DURING THE COMPETITION PROCESS AND/ OR MODIFY THESE OFFICIAL RULES. SUCH UPDATES WILL BE POSTED ON THE COMPETITION WEBSITE AND THEREFORE MADE AVAILABLE TO ALL PARTICIPANTS EQUALLY. POTENTIAL COMPETITORS ARE ENCOURAGED TO CHECK THE WEBSITE PRIOR TO SUBMISSION.

3. CONTEST PERIOD

Competition Announcement	June 22
Website up/Registration Begins	June 22
Registration Ends	July 19
Deadline for Questions	July 23
Entries Due	July 28
Jury	August 25
Finalists Announced/Public Vote Open	September 20
Public Vote Ends	October 1
Winners Announced	October 8

4. HOW TO ENTER

Please refer to the urbancanvas Design Competition Brief for details on how to enter.

5. JUDGING

The winning urbancanvas Artwork Packages will be judged based on artistic merit, creativity and originality, as well as flexibility to adapt to various temporary structures, sizes, configurations and locations.

All submissions must comply with eligibility requirements, all technical requirements, and pilot program guidelines as described in the Competition Brief. The urbancanvas pre-Jury selection team and the urbancanvas Jury will also be evaluating submissions on the following criteria:

- Be sensitive and respectful to the diversity of New York City's workers, residents and visitors. urbancanvas will consider whether the artwork is suitable for a broad-based audience.
- Be accessible and appropriate for all ages and consistent with community standards of decency and respect for the diverse beliefs and values of New York City residents and visitors.
- Be a positive addition to New York City's urban landscape.
- Improve the pedestrian experience.
- Complement multiple streetscapes within residential, commercial and industrial areas.
- Be a flexible, scalable system that will maintain integrity of proportions and color in a broad range of sizes.
- Ability of each artwork to stand alone or with the other elements in the package in a variety of different configurations.

Please note, submissions that include material that is obscene, religious, political or sexual in nature or that include hate speech will not be accepted.

Competitors will submit fully developed proposals in accordance with the submission and presentation requirements. The urbancanvas Design Competition has a four step judging process:

1. An urbancanvas pre-Jury selection team will select up to 100 submissions based on the Evaluation Criteria for the Jury's consideration.
2. The urbancanvas Jury will recommend six to eight outstanding proposals to the Design Commission for review and approval
3. Upon approval from the Design Commission, these submissions will then be considered finalists and will be displayed online for the public to vote. To be selected as a finalist and be included in the online Public Vote, the Design Commission must approve the Artwork Package proposal.
4. Depending upon the number of finalists chosen, the three to four competitors who receive the most public votes will be the winners of the urbancanvas Design Competition.

Only the selected finalists, upon approval from the Design Commission shall receive direct notification via telephone or email. Finalists may also be asked to meet with the Design Commission. No other competition entrants will be individually notified of the competition results.

All decisions are at the discretion of the urbancanvas pre-Jury selection team and urbancanvas Jury. All decisions are final.

The urbancanvas pre-Jury selection team and the urbancanvas Jury will not receive any information concerning the authorship of submissions. CD or DVD submissions and their digital files must have no name or mark that in any way identify the project or competitor other than the registration ID number

assigned to the competitor upon completion of registration. No participant may directly or indirectly reveal the identity of any design or communicate with any member of the urbancanvas selection team or urbancanvas Jury or the urbancanvas Sponsors except as provided in this competition document. Any competitor or juror found in violation of this rule will be disqualified immediately.

Jurors and selection team members are required to excuse themselves from discussion or voting on a particular entry in the event that they can determine the competitor(s) submitting all or part of any entry.

All finalists selected to participate in the Public Vote will have their work credited on the urbancanvas website. Each entrant by virtue of his/her submission grants the City of New York the right to use the entrant's name and likeness for non-commercial purposes in connection with the designs submitted.

Competitors, by virtue of their submissions, agree that the City of New York may reproduce, publish, exhibit, perform, transmit or otherwise utilize the physical or electronic materials submitted by competitors for non-commercial purposes at their own discretion and without compensation to the competitor, other than the awards granted to winners. Competitors, by virtue of their submission, also agree that any program created in connection with the competition is the intellectual property of the City of New York.

Registrants and all team members, upon entering the competition, agree to credit the urbancanvas Design Competition by name in any subsequent exhibition or publication of their submission. The City of New York reserves the right to utilize a competitor's submission, in either or both of the competition stages, for an indefinite period of time for purposes of exhibition and publication or other non-commercial purpose. Reasonable and best efforts will be made to credit the competitor for use of their submission materials for such purposes.

Building owners and contractors will be required to display the name of the artist and a competition credit when using a winning Artwork Package on construction sites, as specified in the pilot program.

6. PRIZES

The selected winners will each receive a monetary award of \$7,500, provided by the Rockefeller Foundation.

No prize substitution is available, except at the sole discretion of the City of New York.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the winners. Payments to potential winners are subject to the express requirement that they submit to the City of New York all documentation requested by the City of New York in compliance with all applicable state, federal and local tax reporting and withholding guidelines. The winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the City of New York may, in its sole discretion, select an alternative winner.

Winners may be required to meet in person with representatives of the City of New York following the conclusion of the competition to consult on technical issues and any file compatibility problems. Travel to and from these meetings will not be funded by the City of New York and is the full responsibility of the winners.

The winning Artwork Packages will be made available to owners and contractors for use on temporary protective structures on or over City-owned property. The winning artists or designers **WILL NOT** be consulted or involved with any property owner or developer with regards to the installation of the artwork after the competition is complete.

Finalists and winners may be quoted, interviewed or featured in any promotion of the competition.

The City of New York is not responsible for production of the artwork on construction sites, but will provide design files for building owners to use. The City of New York cannot control printing vendors and the use of color. Color specifications will be provided but the City is not responsible for enforcement of color on installations.

7. GENERAL CONDITIONS

By participating, You agree to be bound by these complete Official Rules, the Competition Brief and the decisions of the Jury, which are final on all matters pertaining to the Contest, and You waive any right to claim ambiguity in the Contest, the Competition Brief or these Official Rules. Sponsor's determination as to whether Your submission potentially violates the rights of any third party is final and binding.

Those competitors submitting the winning designs, by virtue of their submissions, hereby agree that the City of New York shall have all rights necessary for the publication and exhibition of entries that are selected as winning designs (in addition to the rights set forth in the next paragraph). To that end, competitors whose submissions are selected as the winning designs hereby grant to the City a worldwide, perpetual, royalty-free, exclusive license to (1) use, modify, and edit entries (including by changing size, coloration, and adapting the entries to fit particular areas and formats), (2) transmit or display the entries in any medium now known or hereafter devised, including the internet, and (3) sublicense to site owners and sponsors the right to use and reproduce the entries.

Those competitors submitting the finalist designs by virtue of their submissions hereby agree that the City of New York shall have all rights necessary for the publication and exhibition of entries that are selected as winning designs. To that end, competitors whose submissions are selected as the finalist designs hereby grant to the City a worldwide, perpetual, royalty-free, non-exclusive license to (1) use, modify, and edit entries (including by changing size, coloration, and adapting the entries to fit particular areas and formats), (2) transmit or display the entries in any medium now known or hereafter devised, including the internet, and (3) sublicense to site owners and sponsors the right to use and reproduce the entries.

All competitors hereby grant to the City a worldwide, royalty-free, non-exclusive license during the term of the competition to use and/or reproduce the entry in any way, in any medium now known or hereafter devised, for any purpose, including but not limited to inclusion in publications, exhibitions, and an archive of the competition. The City and sponsors will make reasonable efforts to credit entrants at all times.

All competitors, by virtue of their submission, hereby certify that the materials and ideas submitted to the competition are original and have not been previously published. Competitors additionally certify that neither their entry, nor the use thereof, violates, infringes or otherwise conflicts with any copyright, trademark or property right of any third party, and agree to defend, indemnify, and hold the City and sponsors harmless from any third-party infringement claim.

Entrants acknowledge that the City of New York and The Rockefeller Foundation may exhibit all competition entries in an online gallery and a selection of competition entries may be chosen for physical exhibition and/or public display.

Entrants acknowledge the existence, if any, of their statutory moral rights as those rights are described in 17 U.S.C. § 106A, and knowingly enter the urbancanvas Design Competition on the following terms: (i) the urbancanvas Design Competition is intended to permit temporary installation and exhibition of selected designs; (ii) the Entrant expressly and forever waives any and all rights under 17 U.S.C. § 106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed by 17 U.S.C. § 106A, or any other type of moral right or *droit moral*.

Competition partners, their parent companies, subsidiaries, affiliates, advertising and promotions agencies, and each of their respective employees, agents and contractors shall have no liability and shall

be held harmless by You for any and all damage, loss, liability or any injuries to person or property, due in whole or part, directly or indirectly, by reason of Your participation in this Contest, or Your acceptance, possession, use or misuse of any prize(s) awarded hereunder to You.

8. TERMINATION/SUSPENSION/MODIFICATION OF CONTEST: If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of the Competition Partners which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Contest, the Competition Partners reserve the right at its sole discretion to terminate, modify or suspend the Contest. Competition Partners may also disqualify or prohibit an entrant from participating in the Contest or winning a prize in this or any other promotion conducted by Competition Partners if, at its sole discretion, it determines that said entrant has violated the Competition Brief, the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Contest by fraud, cheating, hacking, deception or other unfair playing practices (including the use of automated quick-vote programs), or intending to annoy, abuse, threaten or harass any other entrants or Competition Partners representatives. Any attempt by an entrant to deliberately damage the Contest Site or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Competition Partners reserves the right to seek remedies and damages (including attorneys' fees) from any such entrant to the fullest extent of the law, including criminal prosecution. The City of New York and the Rockefeller Foundation reserve the right to cancel the contest for any reason.

9. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of the state of New York; (2) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10. RULES/WINNERS LIST:

A list of winners will be posted on the urbancanvas website, www.nyc.gov/urbancanvas, at the conclusion of the competition.