

**INTERNATIONAL MASONRY INSTITUTE
“JOAN B. CALAMBOKIDIS INNOVATION IN MASONRY DESIGN
COMPETITION”
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR BE AWARDED A PRIZE. ALL
FEDERAL, STATE, PROVINCIAL, LOCAL AND MUNICIPAL LAWS AND
REGULATIONS APPLY. VOID WHERE PROHIBITED.**

The inaugural Joan B. Calambokidis Innovation in Masonry Design Competition (the “Competition”) is sponsored by the International Masonry Institute (“IMI”, or “Sponsor”). For purposes of the Competition and these revised terms and conditions (the “Official Rules”), “Sponsor” shall include Sponsor’s affiliates, related entities, and any other persons or entities directly involved with the Competition, and each of their respective officers, directors, employees, agents and other representatives.

1. COMPETITION OVERVIEW.

The complete Competition overview may be found in the Competition Brief at <http://imiweb.org/wp-content/uploads/jbc-innovation-in-masonry-competition-brief.pdf>. The Competition challenges architects, engineers, students and firms to imagine the future of masonry design. Participants should rethink the innovative potential of masonry construction by exploring approaches to energy efficiency, resiliency, sustainability and mass customization.

2. ELIGIBILITY.

2.1 Eligibility Criteria. All entrants, whether registering as an individual or as part of a team (each, an “Entrant”), must be at least eighteen (18) years of age (or whatever age is considered the age of majority in the jurisdiction of the Entrant’s residence, whichever is older) at the time of registration, and be a legal resident of the United States or Canada during the Competition Period. Residents of, and entities registered in, Arizona and Quebec are not eligible to participate in this Competition. Employees, directors, officers, and trustees of Sponsor, and anyone involved in the production or administration of this competition (including members of the Jury (as defined in Section 5.1 below)), and any members of their immediate families (regardless of where they live) or households are not eligible. If requested by Sponsor, Entrants must provide Sponsor with a government-issued form of identification that confirms Entrants’ age. The Competition is open to the following: students enrolled in a design, architecture, or engineering program during the Competition Period (Entrants must provide Sponsor with proof of enrollment in a design, architecture, or engineering program; the sufficiency of such proof is determined in Sponsor’s sole discretion.); architects; engineers; and architectural and engineering firms.

2.2 Categories. Entrants will choose from among the following categories at the time of registration:

- (a) **Student Category;**

(b) **Young Architects/Engineers Category** (Entrants must be under forty (40) years of age at the time of registration. A firm may register as a team for this category; provided, however, that all members of the team are under forty (40) years of age at the time of registration.); and

(c) **Firms, Individual Architects/Engineers Category.**

For each of the categories listed in (a) through (c) above, multidisciplinary teams are encouraged, and there is no limit on the number of participants per team; however, every team member must meet the eligibility criteria described in Section 2.1. Each team must designate one (1) team member who will serve as the point of contact during the Competition Period (the “Designated Representative”), and by doing so, each team member agrees and duly authorizes the Designated Representative to act on his or her behalf. Each team member may be required to separately agree to the terms of these Official Rules, and any team entries that do not comply with these Official Rules may not be eligible to participate in the Competition and/or be awarded a prize.

3. **COMPETITION PERIOD; KEY DATES.**

Registration for the Competition opens at on September 8, 2017, and concludes at 11:59 PM EST on November 15, 2017 (the “Registration Period”). After the Registration Period, Entrants may submit entries beginning at 12:00 AM EST on November 15, 2017, and ending at 11:59 PM EST on November 30, 2017 (the “Submission Period”) (the Registration Period and the Submission Period, collectively the “Competition Period”). Winners in each of the categories described in Section 2.2 will be selected on or before March 1, 2018.

4. **HOW TO ENTER.**

4.1 **Step 1 - Registration.** Individuals and entities meeting the eligibility criteria described in Section 2 may register for the Competition during the Registration Period by submitting the information requested at <http://imiweb.org/jbcaward-registration/>. By registering for the Competition, each Entrant acknowledges that it has read and will comply with these Official Rules.

4.2 **Step – 2 Submission.** After receiving a registration confirmation number from Sponsor, Entrants may submit entries (each, a “Submission”) during the Submission Period. All Submissions must be submitted electronically via Dropbox at <http://bit.ly/2wCMJFe>, and each deliverable (as set forth in Section 4.3 below) must use the following naming convention: individual or team name, registration confirmation number, and deliverable name, with dashes (“-”) in place of spaces (for example: Red-Team-170905131733-board-1.jpg., or John-Brown-186905431217-project-statement.doc).

4.3 **Submissions.** Each Submission must include the following deliverables. Failure to include any of the deliverables listed in this Section 4.3 may result in disqualification, in Sponsor’s sole discretion:

(a) Two (2) boards with the project information including plans, sections, details and 3D images. Entrants are encouraged to submit all the information they consider necessary to explain his, her, or their proposal. These boards should be 24” (h) x 36” (w) in HORIZONTAL format. The resolution of each board must be 150 dpi, RGB mode, and saved as .jpg files. The

lower right hand corner of each board must contain the Entrant or team name and registration confirmation number.

- (b) 3D PDF file of the BIM design.
- (c) One (1) video of the design in AVI format (two (2) minutes maximum length).
- (d) A PDF file containing the project statement (600 word limit).
- (e) A PDF file containing the Entrants' personal information, including name, profession, address and email.
- (f) Proof of current enrollment in a design, architecture, or engineering program (for Student Category Entrants only).
- (g) A signed acknowledgement and acceptance of these Official Rules, in a form to be provided by Sponsor, for each Entrant that registered for the Competition prior to November 1, 2017.

By submitting an entry, each Entrant, whether registering as an individual or as part of a team, confirms that he, she, or they have read, understand and agree to comply with and be bound by these Official Rules.

4.4 Lost or Incomplete Entries. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. Incomplete, corrupted, garbled, misdirected or otherwise illegible entries, or entries without contact information, or agreement to these Official Rules, are void and will not be accepted.

4.5 Submission Content Restrictions.

- **DO NOT SUBMIT ANY INFORMATION THAT IS CONFIDENTIAL OR PROPRIETARY OR CONTAINS A TRADE SECRET. INFORMATION SUBMITTED WILL NOT BE KEPT CONFIDENTIAL AND MAY BE USED AND DISCLOSED BY SPONSOR FOR ANY PURPOSE;**
- Submissions must not include images or voices of any person other than Entrants unless written consent has been obtained;
- Submissions may not include or display third party trademarks, logos, or other indicia of origin;
- Submissions must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes infringement, or that breaches a contract of Entrant with any third party;
- Submissions and all components thereof must be entirely original work created by the Entrant;

- Submissions must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, derogatory, or libelous;
- Submissions must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Submissions must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state, province or country where the Submission is created or in the United States.

5. **SELECTION OF WINNERS.**

5.1 Jury Panel. Each Submission will be evaluated by the panel of architects and leaders from the masonry design and construction industry identified in the Section of the Competition Brief entitled Jury (the “Jury”). The decision of the Jury is final and binding on all Entrants. The Jury is chosen by Sponsor, and Sponsor reserves the right to remove or replace any member of the Jury in Sponsor’s sole discretion.

5.2 Evaluation Criteria. The panel described in Section 5.1 above will evaluate each submission based on the following elements:

- (a) originality of submission (30%);
- (b) execution of design solution or idea (40%); and
- (c) potential for transforming the submitted solution or idea into a new design or construction paradigm (30%).

In the event of a tie, the Submission with the highest score in subsection (c) above will be the winner.

5.3 Notification of Winners. Each Winner (as defined below) will be notified by Sponsor via the e-mail address and/or telephone number provided by the winner at time of entry. All Winners must reply to such notification within seven (7) days from the date of notification, or the applicable prize may be forfeited and an alternate Winner may be selected.

6. **PRIZE INFORMATION.**

Sponsor shall select one (1) winner in each of the three (3) categories described in Section 2.2 (each, a “Winner”); however, Sponsor reserves the right not to award a prize in any of the categories in the event the Submission(s) received do not, at minimum, score at least 75% percent in the evaluation criteria set forth in Section 5.2. Prizes for each of the categories are as follows:

6.1 Cash Prizes.

(a) **Student Category** – The Winner of this category shall receive \$5,000.00, and the school or program in which the Winner is enrolled during the Competition Period also shall receive

\$5,000.00. In the event the Winner of this category is a team comprised of multiple members, the \$5,000.00 prize shall be split in equal shares among the team members; and the \$5,000.00 prize for the school or program shall be split in equal shares among the schools or programs represented by each team member.

(b) **Young Architects/Engineers** - The Winner of this category shall receive \$10,000.00. In the event the Winner of this category is a team comprised of multiple members, the \$10,000.00 prize shall be split in equal shares among the team members.

(c) **Firms, Individual Architects/Engineers** - The Winner of this category shall receive \$10,000.00. In the event the Winner of this category is a team comprised of multiple members, the \$10,000.00 prize shall be split in equal shares among the team members.

6.2 Travel and Accommodations. The Winners shall be honored at an awards ceremony to be held in March 2018 in Miami, Florida. Where a Winner resides more than two hundred and fifty (250) miles from Miami, Florida, Sponsor shall provide and arrange, for up to two (2) team members from each winning category: (a) round-trip economy-coach class commercial air transportation from a major U.S. or Canadian gateway airport nearest to the Winner's residence to Miami, Florida; (b) two (2) nights' standard accommodations at a minimum three (3) star hotel located in or near Miami, Florida (two (2) rooms, single occupancy); and (c) ground transportation between the airport in Miami, Florida and the hotel described in subsection (b) above.

6.3 No Substitution; Other Prize Information. There is no substitution for the prizes described in this Section 6, except that Sponsor reserves the right to substitute a prize or portion of prize of comparable value. Prizes are not transferrable, and all prize details are at Sponsor's sole discretion.

7. PUBLICITY; PERSONAL INFORMATION.

7.1 Publicity. Unless prohibited by law, entry into this Competition constitutes permission for Sponsor to use each Entrant's (including all team members') name, address (city and state or province), and or/ likeness for advertising and trade purposes without further compensation or right of review or approval, worldwide, in perpetuity, in all forms of media now known and hereinafter devised, including, without limitation, the internet. Entrants' names, likenesses and photos and videos from the Submission may be posted online at Sponsor's website, Sponsor's social media channels, and other locations, as well as used at events Sponsor may host or attend. Each Entrant hereby expressly consents to such uses.

7.2 Personal Information. Entrants acknowledge and agree that Sponsor and its authorized agents may collect, process, store, use and disclose Entrants' personal information (including, name, email address, phone number and physical address) for the purposes and within the context of this Competition. By entering this Competition, Entrants consent to such collection, process, storage, use, and disclosure of Entrant's personal information, which may be used by Sponsor in order to contact the Winners, check an Entrant's identity and contact information, or to otherwise verify an Entrant's eligibility to participate in the Competition or to receive any prize, and as required or permitted by applicable law. The personal information that Sponsor collects is stored and processed on servers in the United States. By participating in the Competition, Entrants acknowledge their personal information will be transferred to the United States and that applicable

United States laws might permit United States governments, courts, law enforcement or regulatory agencies to access such information.

8. ENTRANTS' REPRESENTATIONS AND WARRANTIES; LICENSE GRANT.

(a) By participating in this Competition, each Entrant (including all team members) agrees to be bound by the decisions of Sponsor and waives any and all legal claims against Sponsor and agrees not to bring any such claims against Sponsor at any time in the future. This includes, but is not limited to, claims for violation of publicity rights and privacy rights, claims based on moral rights, claims for intrusion, claims for defamation, claims for fraud, claims for infliction of emotional distress, and claims for copyright or other intellectual property infringement, whether those claims may be based on statutes or common law.

(b) Each Entrant represents and warrants that: (i) it is the author and owner of the Submission and has all rights in the Submission, and that all Submissions are original to the Entrant and are not subject to any third party's intellectual property rights. Entrant shall indemnify Sponsor for any liability or costs incurred by a breach of this subsection.

(c) By submitting a Submission, each Entrant (including all team members) hereby grants Sponsor and the International Union of Bricklayers and Allied Craftworkers ("BAC") a royalty-free, irrevocable, perpetual, nonexclusive, transferable license to use, reproduce, modify, publish, create derivative works from, and display the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any and all media form of communication, including written, audio, video, photographic and other electronic media, whether now existing or hereafter developed, for purposes of evaluation, promotion, marketing and other related purposes of the Competition, as deemed appropriate by Sponsor or BAC (for example, Sponsor may elect to build a model or produce a sample of a Submission for purposes of evaluation and demonstration). For avoidance of doubt, the license in this section applies to all materials included in the Submission, but does not grant Sponsor or BAC the right to develop and/or commercialize the contents of the Submission. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Submission. Each Entrant further agrees to defend, indemnify and hold harmless Sponsor from and against any claims, lawsuits, liabilities or expenses (including attorney's fees) arising out or related to Entrant's Submission or violation by Entrant of these Official Rules. Except where prohibited or restricted by law, each Entrant hereby irrevocably waives in favor of Sponsor, BAC and their respective successors, assigns and licensees any moral rights each Entrant may have in or to such Entrant's Submission with respect to Sponsor's or BAC's exercise of its rights under the license granted above.

(d) Except where prohibited or restricted by law, Entrants waive any right to royalties or other payment for Sponsor's or BAC's use of the Submission as set forth herein, and also waive all rights to inspect or approve Sponsor's or BAC's use of the Submission in accordance with these Official Rules.

(e) Entry into this Competition and agreement to these terms does not obligate Sponsor or BAC to publish any Submissions.

9. PRIZE CLAIM CONDITIONS.

(a) Each Winner selected in accordance with Section 5 are subject to verification of eligibility and compliance with these Official Rules.

(b) Each Winner must complete and return to Sponsor (or its authorized agent) a written affidavit of eligibility and compliance (including Winner's Social Security Number as may be required for tax reporting purposes) and a liability and publicity release (collectively, the "Release"), which Release, among other things, releases Sponsor from any liability in connection with this Competition or the acceptance, possession, use or misuse of any Prize. Winners must return the Release to Sponsor within seven (7) days of the date of Sponsor's notification described in subsection (b) above.

(c) Each Winner is solely responsible for all taxes (federal, state, provincial and local for all applicable jurisdictions), all other expenses not otherwise specified in Section 6.2, including meals, gratuities, incidentals, baggage fees, and all other expenses related to acceptance and use of any prize.

(d) Each Winner is solely responsible for ensuring that all required travel documents (*e.g.*, driver's license or passport) are in good order, and are valid prior to, and for the duration of the Competition Period, through the travel dates specified in Section 6.2.

(e) Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 from Sponsor after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service, or such other tax form as may be required by the laws of the jurisdiction in which the winner resides. Each Winner shall complete all tax documentation required by the law of the jurisdiction in which the Winner resides ("Tax Documentation").

(f) Disqualification, forfeiture, or termination may result in the event of any of the following: return of any Winner notification as undeliverable; inability of Sponsor to reach a Winner or failure of a Winner to respond to Sponsor's notification in accordance with subsection (b) above; failure by Entrant to provide proof of eligibility (if requested), the Release documents, Tax Documentation or other required documentation in a timely manner; or other act, or failure to act, resulting in non-compliance by Entrant with these Official Rules.

10. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY.

Sponsor reserves the right to suspend or modify this Competition, or these Official Rules, in whole or in part, at any time and without notice or obligation, at Sponsor's sole and absolute discretion. Without limiting the generality of the foregoing, if the Competition, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Competition, or any portion thereof; (b) modify or suspend

the Competition, or any portion thereof, to address the impairment and then resume the Competition, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award any prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the selection criteria discussed above.

11. WAIVERS AND RELEASES; LIMITATION OF LIABILITY.

11.1 WAIVERS AND RELEASES. BY ENTERING THE COMPETITION, ENTRANTS (INCLUDING ALL TEAM MEMBERS) AGREE: (A) TO BE BOUND BY THESE OFFICIAL RULES AND DECISIONS OF SPONSOR; (B) TO WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE COMPETITION OR THESE OFFICIAL RULES; (C) THAT THEY MAY BE CONTACTED IN PERSON, BY PHONE OR BY EMAIL, WITH RESPECT TO THE COMPETITION; AND (D) THAT SPONSOR, BAC, AND ITS AND THEIR AFFILIATES AND RELATED COMPANIES, SUBSIDIARIES, DIVISIONS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION (INCLUDING THE JURY) (THE “RELEASED PARTIES”), HAVE NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE THE RELEASED PARTIES FROM, ANY AND ALL LIABILITY FOR ANY PRESENT OR FUTURE INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING FROM OR RELATED TO (X) ENTRY OR PARTICIPATION (OR INABILITY TO ENTER OR PARTICIPATE) IN THIS COMPETITION, INCLUDING ACCESS TO AND USE OF THE COMPETITION WEBSITE; (Y) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (Z) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF A PRIZE (OR INABILITY TO ACCEPT, POSSESS OR USE A PRIZE), INCLUDING BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH), DAMAGE TO PROPERTY, AND DAMAGE OR LOSS OF ANY OTHER KIND. SPONSOR IS NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY, AND MAKES NO WARRANTIES, DIRECT OR IMPLIED, RELATING TO ANY PRIZE AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

11.2 LIMITATION OF LIABILITY. SPONSOR IS NOT RESPONSIBLE FOR (A) FAILURE OF ANY E-MAIL TO BE RECEIVED BY OR FROM SPONSOR FOR ANY REASON, INCLUDING BUT NOT LIMITED TO: TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, TECHNICAL INCOMPATIBILITY, OR BECAUSE OF A WINNER’S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER; (B) ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN, OR FULFILLMENT OF, THE COMPETITION; (C) THEFT, DESTRUCTION, LOSS OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES; (D) ANY PROBLEMS WITH, OR MALFUNCTIONS OR FAILURES OF, TELEPHONE NETWORKS OR LINES, COMPUTERS OR COMPUTER ON-LINE SYSTEMS, SERVERS OR PROVIDERS,

COMPUTER EQUIPMENT, SOFTWARE, VIRUSES OR BUGS; (E) GARBLED TRANSMISSIONS OR MISCOMMUNICATIONS; (F); DAMAGE TO A USER'S COMPUTER EQUIPMENT (SOFTWARE OR HARDWARE) OCCASIONED BY PARTICIPATION OR DOWNLOADING OF MATERIALS RELATED TO THIS SWEEPSTAKES; (G) PRINTING, DISTRIBUTION, PROGRAMMING OR PRODUCTION ERRORS, AND ANY OTHER ERRORS OR MALFUNCTIONS OF ANY KIND, WHETHER HUMAN, MECHANICAL, ELECTRONIC OR OTHERWISE; OR (H) TECHNICAL, PICTORIAL, TYPOGRAPHICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED HEREIN.

12. APPLICABLE LAW, JURISDICTION, BINDING ARBITRATION.

This contest is void where prohibited. Except where prohibited or restricted by law, as a condition of participating in this Competition, Entrants expressly consent and agree that any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any other event whatsoever respective to the relationship between Sponsor and Entrant (each, a "Claim"), are to be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") before a single arbitrator in the District of Columbia. Except where prohibited or restricted by law, any and all Claims shall be resolved individually, without resort to any form of class action; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any of this arbitration provision is deemed to be invalid, unenforceable or legal, or otherwise conflicts with the rules of AAA, then the balance of this mandatory arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys' fees. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNATIVE, INCIDENTAL, INDIRECT AND CONSEQUENTIAL 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 Entrants and Sponsor in connection with the Competition, will be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

13. SEVERABILITY.

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

14. WINNER INFORMATION.

The names of the Winners may be obtained by sending an email to jbcaward@imiweb.org.

15. LANGUAGE.

These Official Rules are written in the English language, but Sponsor may, at its sole and absolute discretion, provide versions in one or more other languages. Entrant agrees that the English language version of these Official Rules shall control and prevail over all other language versions (if any).