

MOBITECTURE

habitat on the move

**COMPETITION
TERMS AND CONDITIONS**

1. HOSTING AND ADMINISTRATION

Design Competitions on this site are hosted and administered by Design X Design in partnership with Ant Studio.

Design X Design reserves its right to assign any judges, partners or other authorized administrator to administer its competitions, including making any other related decision according to its discretion.

2. ELIGIBILITY

- 2.1. By entering Design X Design competitions, any and all participants agree in full to the Terms and Conditions as contained in this document.
- 2.2. Design X Design competitions are open to all above the age of 18 irrespective of gender, caste/ethnicity, religion, nationality etc.
- 2.3. Participants are advised to read these terms and conditions carefully to ensure that they understand and agree that submission of an entry in the Competition constitutes agreement to these Rules.
- 2.4. Participants must agree to these terms and conditions prior to submitting their entries to the Competition, in order to be eligible to receive the prizes described in these Rules. These Rules form a binding legal agreement between the Participants and the Hosts with respect to the Competition. Participants must have access to the Internet and possess a valid email address in order to enter the Competition.
- 2.5. Employees of Design X Design and their partners, members of the judging panel and their employees, associates/partners are prohibited from entering the competition.

3. SUBMISSION

- 3.1. Participants may either enter the competition individually or as a team (maximum 3 people).
- 3.2. Participants are prohibited from sale, assignment or transfer of any of their submission rights to a third party.
- 3.3. Student entrants are required to prove their status for any 'student only' competitions and the same would be true for 'professional only' competitions should the submission be selected as one of the winning entries.
- 3.4. All Entries must strictly conform to Terms and Conditions and the Regulations set by Design X Design Competition Brief.
- 3.5. Once the final submissions are sent, no additional edits, or change can be made. After sending the final submission each participant will receive a confirmation email within seven working days.
- 3.6. By entering the competition, the participant acknowledges and accepts that various parts of the submission including the narrative/description, drawings/details, images/illustrations and animation/walkthrough etc. may be used for the purposes of dissemination/publicity by Design X Design.

4. OWNERSHIP AND COPYRIGHT

- 4.1. The ownership of copyright of all Entries will be in accordance with the Copyright and Patent Act 1988, which implies the copyright rests with the author.
- 4.2. No participants shall receive or be entitled to receive any payment in any form for submitting their work or for granting Design X Design any right herein, other than for being selected as one of the winning entries in the competition.
- 4.3. Subject to any limitation herein, any design, drawings accompanying any entry or submission remains the property of the participant and may be used for its or their own purpose. Design X Design shall treat an entry or submission as being eligible to enter the Competition under Indian Copyright law.
- 4.4. Participants are solely responsible for protecting the intellectual property of any submission sent to Design X Design competitions.

5. DISQUALIFICATION

Entries which do not meet or comply with the submission guidelines or are found to contain identifying sign or mark that may, in any way, contribute to identifying entrants shall be disqualified and Design X Design shall be under no obligation to notify the participant of the disqualified entry or submission. All Entries received after the closing date/time for a particular competition will be automatically disqualified.

6. CANCELLATION/AMENDMENTS

Design X Design reserves the right to amend the rules and cancel or suspend at any stage the competition, if deemed necessary in its opinion and/or because of circumstances beyond its control.

7. SELECTION/JUDGE'S DECISION

7.1. The decision arrived at by the panel of judges with regard to selection of the prize winning entry/entries shall be final and binding on all.

7.2 In the event that a selected winning participant cannot accept, receive or becomes ineligible for the prize for any reason, the prize shall be awarded to the next highest ranking entry from the shortlisted entries.

7.3. Association of Design X Design with the competition judges does not imply any legal affiliation, contract or partnership with them in any way, shape or form.

8. PUBLICATION

Design X Design reserves the right to publish such material in whole or in part, or use it in any way it deems fit in connection with this website or the competition without permission of the participants or any payment to them for such use, subject to the provisions of the Data Protection Act 1998.

9. COMPETITION INTEGRITY

Design X Design undertakes to scrupulously protect the integrity of its competitions by :

- 9.1. A Unique Entry Registration Number which each submission received will be administered, processed and evaluated. The digital board received will be stored under their registration numbers, with the complementary information kept in a separate file.
- 9.2. Enforcing the rules that besides the registration number, all illustrations or images accompanying any submission shall be devoid of any marks, logos, symbols or sign that may identify its authority or source.
- 9.3. Any infringement of these rules will lead to immediate disqualification.
- 9.4. The jury or judging panel will only be made aware of the entrants identities only after the completion of the evaluation process, the selection of the winners and the finalization of the jury report.

10. PRIZES

- 10.1. Prizes awarded will be as advertised for each competition, however Design X Design reserves the right to add or award additional prizes.
- 10.2. Documentary evidence of the architect's or team leader's right to practice the profession in their respective country or country of residence may be required before any awards payment is made to a recipient.
- 10.3. Photographic identity documents such as passports will need to be provided to Design X Design before any award payment will be made.

- 10.4. In the case of a studio or company, then the formal company registration documents will need to be supplied together with photographic identification of the director or team leader.
- 10.5. All Bank Account details into which any prize money is to be paid must match that of the registered individual or team leader or studio or company.
- 10.6. If the winner chooses not to accept the prize, an alternate winner will be chosen.
- 10.7. All federal, state, and local taxes on the value of the prize are the sole responsibility of the winner.
- 10.8. Failure to return any prize notification requested detail within the deadline date, may result in forfeit of the prize. Any winner who cannot be contacted within fifteen (15) days after attempted first notification may result in disqualification and forfeiture of the prize.

11. REGISTRATION FEE AND ASSOCIATED COST

- 11.1. Other than the registration fee paid for by participants all other costs and disbursements incurred by them in preparing a submission or entry is their sole responsibility.
- 11.2. All registration or submission fees are nonrefundable and non transferable once an entry is made.

12. PUBLICITY AND PROMOTION

Winners agree to and shall upon request at reasonable notice, participate in :

- 12.1. Publicity or promotional activity surrounding the Competition such as interviews given in person or online. Each opportunity shall be taken on merit and the participant, shall have the right to decline any such offer/opportunity.

12.2. Any imposed government regulations or economic sanctions by India that prohibit monetary transfer to a Winner's country of residence shall result in the cancellation of the award of the prize money to that entry. However, Design X Design may exercise its discretion to award it to the next highest ranking entry while giving credit to the original winning entry in its list of winners.

13. LICENSE

13.1. By submitting an entry to the Competition, the 'Participant' provides Design X Design with a limited, nonexclusive, sublicensable, worldwide, royalty free license effective in perpetuity, for the duration of the competition / Project and until the end of the judging of the competition, to use, copy, modify, translate and/or adapt, distribute, publicly display by any means and in any media and create derivative works of, and copy, distribute and publicly display such derivative works of participant's entry solely in connection with the inclusion of the entry in activities related to, and the promotion of, the competition and the particular project, without any further notice or remuneration. The rights shall be applied to all existing or future media, and in particular all physical, optical, magnetic, analogical, digital and electronic media, including media such as hardcopies, CDROMs, DVDROMs, hard disks, computers and servers, the Internet, all private or public telecommunication networks, by cable, satellite, radio networks, etc.

13.2. By submitting the entry to the Competition the participant also gives Design X Design a nonexclusive, worldwide, royalty free, irrevocable license in perpetuity to display and archive the entry on the Design X Design website, its Facebook, Twitter or other social networking/media pages in relation to the Competition or project.

13.3. Design X Design shall make commercially reasonable efforts to display appropriate and customary credit lines on any Submission displayed or otherwise featured in such media, however shall have no affirmative duty to do so.

14. LIABILITY

14.1. Participants agree to indemnify and defend any party from any liability, any claim for damages, and/or law suit for or by reason of the mentioned submission or as a result of any revision, alteration or similar thereof.

14.2. The Participant also acknowledges, agrees and therefore covenants not to sue or make any claim against any party related to a participant's submission or any involvement in the Competition in any way whatsoever, or any use thereof, and therefore:

14.2/1. Under no circumstances shall or can the participant be entitled to any award for any loss or any damages, which include attorneys' fees.

14.2/2. Any dispute, claim and legal action arising from or connected with this Competition, or any prizes awarded or potentially awarded therein, shall be resolved without resort to any form of legal action or class action.

14.2/3 Should a participant choose to bring a claim against Design X Design or its agents the participant shall pay Design X Design or any party's reasonable attorneys' fees and its legal costs arising from the claim should it fail.

14.2/4. Nothing herein will constitute a waiver of the participant's legal rights or any rights any party may have against the participant.

14.3. Design X Design shall not be liable for any lawsuit or claim against any of its judges or partners emanating from their professional conduct or otherwise.

14.4. Unless clearly stated, all Competitions are only conceptual in nature and do not imply in any way an intention for the proposals to be constructed or built.

15. PAYMENT

15.1.Design X Design accepts payment through credit/debit cards - Visa/Master/Electron.

15.2. Participants are advised to make sure that they provide the cardholder's name as it is on the card and the address matches with how it appears on the card statement.

15.3.Participants payment card details will be processed through a secure system to assure the safety of their sensitive information.



www.designxdesign.in