

## The #DesigningTogetherAIA24 Contest (the “Contest”) Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. SOME RESTRICTIONS APPLY. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRANTS. OPEN TO ALL LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA MEETING THE ELIGIBILITY CRITERIA SET FORTH IN THESE RULES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. YOU MUST HAVE ACCESS TO THE INTERNET TO ENTER.

By participating in the Contest, you agree to be bound by these Official Rules. Please read these Official Rules before entering the Contest. Sponsor reserves the right to cancel, modify, or suspend the Contest at any time in its sole discretion.

**1. DATES OF CONTEST.** Contest begins at 12:00:01am Central Time (“CT”) on March 27, 2024 and ends at 11:59:59pm CT on May 3, 2024 (the “Contest Period”).

**2. ELIGIBILITY.** Contest is open only to legal residents of the fifty (50) United States, the District of Columbia who are eighteen (18) years of age or older or the age of majority in their state of residence (which is nineteen (19) in Alabama, Nebraska, twenty-one (21) in Mississippi, and eighteen (18) in all other states) as of the date of entry (the “Entrant”). Officers, directors, managers, and employees of The American Institute of Architects (the “Sponsor” or “AIA”), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Contest (collectively the “Contest Entities”) are not eligible to participate. “Immediate family member” shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law.

**3. HOW TO ENTER.** Entrant must visit Instagram.com (the “Online Website”) during the Contest Period and post a picture or video of a visual idea in the form of a quick sketch, Mid-journey image (or alternative way of representing an idea) that showcases one’s imaginative idea related to their expertise within the AEC Community (architect, interior designer, engineer, landscape architect, etc.) which will serve as their submission to the Instagram contest and as the online entry form. Entrant should include a short description as to what is innovative about their idea, must tag AIA at @AIANational on Instagram and use hashtag #DesigningTogetherAIA24 and #contesetentry to receive one (1) entry into the Contest. All online entries must be received prior to the end of the Contest Period. Limit one (1) entry per Entrant. You will need to have an Instagram.com account, which is free.

Regardless of the entry method used to enter the Contest, there is a limit of one (1) entry per Entrant for the entire Contest Period. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant’s entry and that Entrant may be disqualified from the Contest. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner, including providing official identification from a governmental agency, such as a state driver’s license or identification card. Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor in its sole discretion, will be disqualified. Use of robotic entry devices is strictly prohibited.

Neither Sponsor nor any Contest Entity is responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor or Contest Entity.

**Social Media Rules.** The following Social Media Rules apply to the Contest. Failure to follow the Social Media Rules will result in disqualification. Sponsor's determination of disqualifying content will be in Sponsor's sole discretion.

- Your Instagram Post must be submitted as described in these Official Rules.
- Posts may not contain material that is unlawful, violent, pornographic, obscene, illegal, tortious, defamatory, or which promotes hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age
- Posts also may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement.
- You should obtain permission to "tag" or include any person in your Post.
- The content of your Post should be original.
- The content of your Post must not contain images or artwork not created by you. The content of your Post cannot have been submitted previously in a promotion of any kind.
- You should not put yourself, or any other person in harm or any property at risk of damage, and your Post should not depict any acts of bodily or emotional harm or property damage.
- You may not use any material that is copyrighted or trademarked unless you have written permission of the copyright or trademark holder.
- Posts must not contain any individual's address, phone number, e-mail, social security number, or other federal or state identification number.
- Posts may not include commercial or promotional material.
- Posts may not disparage any person or company, including but not limited to the Sponsor.
- Posts should follow any limits or rules of the social media platform you are using.

**4. DRAWING/ODDS.** On or about the week of May 6 2024, potential prize winners will be selected by AIA's judging panel from all eligible entries received by the AIA that made it into the final round. The weighted criteria consists of "public votes" in the form of social media engagements (30%) and weighted toward creativity (30%) and innovation (40%), as judged by the AIA contest team and judging panel. **Odds of winning depend on the number of eligible entries received as part of the Contest.** By entering the Contest, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Contest Entities, which will be final and binding in all matters relating to the Contest.

If selected, as one of the four (4) finalists, AIA will reach out to potential finalists on Instagram via direct message to let them know and obtain their email address.

## **5. PRIZES.**

**PRIZES:** There is one (1) First Prize Winner who will be selected from the Second Prize Winners. The First Prize Winner will receive a cash prize of two-thousand and 00/100 dollars (\$2,000.00 USD). The First Prize Winner will be announced at the AIA's 2024 Conference on Architecture & Design taking place from June 5-8<sup>th</sup> in Washington D.C

There are three (3) Second Prize Winners, winners will be notified during the week of May 6, 2024 and each winner will be offered one (1) prize of an Ultimate Pass valued at \$1,899.00 USD to attend AIA's 2024 Conference on Architecture & Design from June 5-8<sup>th</sup> in Washington D.C. This prize is for the attendance fee for the Conference; it does not include any travel expenses or lodging. If a finalist is unable to attend the Conference, they may decline the Conference pass. **Prizes are non-transferable.**

Total estimated ARV of all prizes is \$7,697 USD. The First Prize Winner ARV is \$2,000.00 USD. The Second Prize Winners estimated ARV is \$1,899.00 USD per prize.

**6. PRIZE RESTRICTIONS: Limit of one (1) prize per person/household.** All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. **Each prize winner is solely responsible for all applicable federal, state and local taxes**, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Publicity Release as a condition of winning a prize). Any expenses not stated relating to acceptance and uses of a prize are the sole responsibility of the winners.

## **7. NOTIFICATIONS/CLAIMS.**

### **FIRST PRIZE:**

The First Prize Winner will be sent a check within 4 to 6 weeks from the date of the public announcement of the First Prize Winner via the United States Postal Service to the address address supplied at the time of notification. In the event the First Prize is returned, the address is insufficient or incomplete for shipping purposes, or undeliverable for any reason, the First Prize Winner will be disqualified and an alternate First Prize winner will be selected from the remaining three (3) Second Prize Winners. If the alternate First Prize winner's First Prize is returned, the address is insufficient or incomplete for shipping purposes, or undeliverable for any reason, the alternate First Prize winner will be disqualified and the First Prize will not be awarded.

No compensation will be provided for any prizes that are not able to be awarded to a prize-winner.

**8. CONDITIONS.** This Contest is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and the English Abbreviated Rules or other statements contained in any Contest-related materials, including, but not limited to: any entry form, survey, AIA Conference on Architecture & Design event terms & conditions, and/or point of sale, television, print or online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control. **All federal, state and local taxes are the sole responsibility of the prize winners.** By participating in this Contest, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Contest Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Contest any Entrant it believes has

violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Rules. By participating in this Contest, Entrants, and prize-winners release the Sponsor and each and all of the Contest Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Contest. All Contest materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Contest materials submitted to Sponsor. In the event any portion of this Contest is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Contest or this Contest, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Contest. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Contest only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Contest Entities. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

**9. NO LIABILITY:** By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, the Contest Entities, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Contest or the receipt, use or inability to use any prize, as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Contest.

**10. USE OF DATA.** Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.aia.org/pages/22691-privacy-policy>. By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**11. WINNERS LIST.** To obtain a full list of prize winners send a request with your name and email address to be received by June 30, 2024 to: The American Institute of Architects, Attn: **DesigningTogetherAIA24** Contest Winners List, 1735 New York Avenue NW, Washington, DC 20006.

12. Compliance with Instagram's Guidelines. This Contest is in no way endorsed by nor does it have any official association or affiliation with Instagram. Instagram has not assisted or advised in the administration of this Contest. Sponsor represents that they have used best efforts to ensure that these Official Rules are wholly compliance and consistent with the Instagram Terms of Use and Community Guidelines. Entrants must not, and Sponsor hereby encourages Entrants not to inaccurately tag content. Sponsor is solely responsible for these Official Rules and all aspects of the Contest's administration. Instagram is not a sponsor of this Contest and Entrants agree to release and hold harmless Instagram from any liability related to the Contest. Sponsor hereby agrees that its use of Instagram to administer its promotion is at its own risk.

13. Severability. You agree that these Official Rules are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Official Rules. These Official Rules will be deemed amended to the extent necessary to make these Official Rules enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties; and the remaining terms and provisions will remain in full force and effect. If any provision of these Official Rules is found by a court of competent jurisdiction to be invalid, Sponsor will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Sponsor as reflected in the original provision. The invalidity or unenforceability of any provision of these Official Rules does not affect the validity or enforceability of any other provision of these Official Rules, which will remain in full force and effect.

**14. SPONSOR.** The American Institute of Architects. 1735 New York Avenue NW, Washington, DC 20006.

This Contest shall not be published without the written permission of the Sponsor.

#### **15. ARBITRATION.**

Disclaimer, Dispute Resolution. PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPONSOR. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action. This Contest shall be governed by, and construed in accordance with, the internal laws of the District of Columbia, without regard to District of Columbia's conflict of law principles. Any action or litigation concerning this Contest shall (1) take place exclusively in the federal or state courts sitting in District of Columbia, and each participant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) in the sole discretion of Sponsor, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest the participant. If Sponsor elects arbitration pursuant to this paragraph, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. All participants agree to abide by the terms of these terms and conditions and the decisions of the Sponsor, which are final, and waive any right to claim ambiguity in these terms and conditions. In the event any party challenges a term or provision of these Official Contest Rules, the party hereby expressly waives any and all opportunities to recover any amount from Sponsor relating to this Contest or otherwise. Each participant agrees to service of process by mail or other method acceptable under the laws of the State of [INSERT]. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THE CONTEST. EACH PARTICIPANT

HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. IN NO EVENT WILL SPONSOR OR ANY OF THE RELEASED PARTIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY PERSON OR ENTITY'S PARTICIPATION IN THE CONTEST OR THE AWARD OR USE OR INABILITY TO USE THE PRIZE, OR ASSOCIATED WITH ANY ASPECT OF THE PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR OR ANY RELEASED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Sponsor disclaims any liability from and in connection with the Contest, a prize, or any component thereof.

**Opt Out.** You can decline this agreement to arbitrate by sending a letter to Sponsor that must be postmarked within 30 days of Entry containing an arbitration provision. The letter must specify your first and last name, email, mailing address, and explain that you are opting out of the Contest rules arbitration provision. The letter should be sent to: The American Institute of Architects, Attn: Office of General Counsel, 1735 New York Avenue NW, Washington, DC 20006. If you opt out of these arbitration provisions, Sponsor will not be bound by them either.