

# JANUS et Cie Student Design Competition Official Rules

The JANUS et Cie Student Design Competition ("Competition") begins September 16, 2021 12:01 AM Eastern Time ("ET") and ends on January 7, 2022 at 11:59 p.m. ET (the "Competition Period"). All Submissions must be submitted by January 7, 2022 to be eligible.

Sponsor: JANUS et Cie, 12310 GREENSTONE AVE., SANTA FE SPRINGS, CA 90670 ("Sponsor").

# Eligibility

This Contest is open to individual undergraduate junior and senior level students, five-year master's programs (where there is no bachelor's degree offered or Master's programs where the student has no bachelor's degree in design and/or experience), who are the age of majority in their home state/country as of the start date of the Contest (each, a "Contestant"). This Contest is void wherever else restricted or prohibited by law. Employees, shareholders, officers, directors, agents, representatives of Sponsor, the legal, promotion and advertising agencies of Sponsor, and their immediate family members and those living in their household, and each person or entity connected with the production or administration of the Contest, and each parent company, affiliate, subsidiary, agent and representative of any aforementioned entity, are not eligible to enter.

Limit one entry per natural person. Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible, corrupted, or postage-due entries. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Only complete, valid submissions will be accepted. Sponsor will not verify receipt of entries. All copies of the entries submitted become the sole property of Sponsor and will not be acknowledged or returned; provided, that, any intellectual property rights associated with such entries shall be governed by the terms set forth herein.

#### How to Enter

- 1. Students must work on this project individually.
- 2. This competition will be a faculty-sponsored part of program curriculum in the 2021 fall term or an independent study project. When submitting an entry, it should be able to open or launch as a complete presentation for the judges, including the concept statement. **This** should be one PDF and one video. It should not be individual files for the judges to navigate

- through. **PLEASE NOTE**: Judges will be viewing on a computer screen. It is easier for judges to navigate multiple pages vs. creating a presentation "board" that is on one or two pages that requires the judge to zoom in on the screen to navigate/evaluate the content. That is not a good user experience for the judges.
- 3. All student participants must be currently registered as juniors or seniors in their design program, or in their final two years of a design program.
- 4. Each submission must be emailed separately to <u>awilliams@janusetcie.com</u>.
- 5. Naming of entries shall be "SCHOOL NAME STUDENT LAST NAME, STUDENT FIRST NAME".pdf/video. The student's name or name of school should NOT be listed within the presentation itself only in the name of the file.
- 6. Submissions must come <u>FROM THE STUDENT</u> no later than 6pm EST on <u>Friday</u>, <u>January 7</u>, 2022.
- 7. The body of the email needs to contain the student's best contact email address during the judging period (February 1, 2022 March 1, 2022).
- 8. Questions must be submitted via email at: <u>awilliams@janusetcie.com</u>. Response times may vary; however, our goal will be to respond within 72 hours.
- 9. All contestants must be available to be in Chicago, IL in early June of 2022 if they are chosen as one of our five finalists. All travel arrangements and expenses will be made and covered by JANUS et Cie; however, the student must be present in Chicago, IL at Sponsor's named location and time to be considered. Failure to attend in person will disqualify a student.

#### Submission Guidelines

- 1. The submission is to be the equivalent of a design development presentation to your client, JANUS et Cie.
- 2. The student's goal, through your submission, is to convince JANUS et Cie that your product design will provide us the peripheral playground experience to meet the goals.
- 3. Students may find information about the client, general program requirements, client's interests via the competition website: <a href="www.janusetcieglobalstudentdesign.com">www.janusetcieglobalstudentdesign.com</a>. From this, students will know the type of product the client desires, what excites them and what their goals and needs are.
- 4. All submissions are due by 6pm EST on **January 7**, **2022**. Late submissions will not be considered.
- 5. All submissions need to be self-explanatory for the judges to evaluate. Judge's comments will only be provided to the finalists.
- Files should be in PDF/video format and be sized for easy review by our judges on a computer screen (FILE SIZE SHOULDN'T EXCEED 100MB).
- 7. Submissions must include the following (but not limited to):
  - a. Informal sketches that explore form and function in the infancy of a concept. Crude sketches are encouraged to show the thought process. Quickly communicate

- thoughts through the simple line-work in Thumbnail, Rapid Visualization, or Napkin Sketch. Mind maps, notes, and annotations are strongly encouraged. Include annotations that effectively communicate features and supporting images.
- b. Clearly defined proposal produced by controlled sketching with use of color and tone to convey form. Include Layout renderings, defining the product and proposals as a third angle orthographic projection with precise line and color. Can be done by hand or 3D software.
- c. Describe interaction between product and end user in the appropriate environment. Communicate the interaction and user experience in a human-centered way. Description of a possible, imagined and projected sequence of events.
- d. Submit a recorded video explaining the thought process behind and concept of your product. This can be done using a phone or computer, and should not exceed two (2) minutes. The video should be submitted in MP4 file format, and the file size should not exceed 100 MB.
- e. OPTIONAL: From cardboard, clay, balsa wood, to 3D printing, scale prototypes in any medium are accepted. Please submit photographs of your scale model or prototype. Finalists may be asked to make their physical model available for judging.
- 8. Prohibitions. Submissions may not contain any illegal, offensive or obscene subject matter and any such Submission shall be disqualified without notification to Contestant. Contestants may not use third party trademarks, designs, or trade dress in their Submission. Contestants may not copy or otherwise plagiarize the Submission from any source, nor may the Submissions include third party copyrighted or patented material. Sponsor is not responsible for legal protection or clearance of Submissions in any form. Contestants shall indemnify Sponsor against any and all claims from any third party for any use by Sponsor of any Submission, in whole or part. If, in the sole discretion of Sponsor, a Submission, in whole or part, constitutes copyright infringement, trademark infringement or otherwise violates the rights of any third party, the Submission will be disqualified and the Contestant will have no recourse to be reconsidered. Sponsor may request evidence that Submissions are an original work of authorship within the meaning of U.S. Copyright law at any time during or after the Competition Period.

# Judging Criteria

Judging of all Qualified Submissions will begin on or about February 1, 2022.

The Finalist Contestants with the five (5) highest judged totals will be deemed a Finalist Contestant and will be eligible to win a Finalist Prize. In the event of a tie, the tying entries will be rescored to determine a Finalist Contestant.

#### Selection and Notification of Finalist Contestants

On or about March 15, 2022 Finalist Contestants will be contacted by a representative of Sponsor using the information submitted during the entry process. All Finalist Contestants will be required to respond as directed to the email notification within one week of attempted notification. Failure to respond timely to the notification may result in forfeiture of the prize and, in such case, Sponsor may select a contestant with the next highest score. Each Finalist Contestant may also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each Finalist Contestant will be required to complete and return the Release within the time period specified therein. An alternate Finalist Contestant may be chosen, from among the remaining eligible contest Contestants if a Finalist Contestant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; (iii) or cannot accept or receive the prize for any reason.

On or about March 25, 2022, all winning Submissions and the names and schools of Finalist Contestants may be posted for viewing on the JANUS et Cie web site. There is no value associated with this prize. The posting of the winning Submissions is for entertainment purposes only.

#### **Prizes**

### Finalist Contestants.

The judges will award one grand prize for overall outstanding achievement, and four finalist prizes which will be determined during the jury process. Each finalist prize will be distinguished by a specific area of excellence.

Grand Prize - 1

\$3,000 awarded to the student

\$3,000 awarded to the school's design program

Finalist Prizes - 4

\$1,500 awarded for each student

\$1,500 awarded to each school's design program

#### Travel Details

The Finalist trip to Chicago, IL includes coach airfare and 2 nights standard lodging at a hotel of JANUS et Cie's choice Trip must be taken during the time indicated by the Sponsor. Departure flights will leave on the earliest date indicated and the return flights will be on the latest day indicated for the trip selected. Finalist Contestants must notify Sponsor of requested travel times at least ten (10) days in advance; Sponsor reserves the right to alter the request to accommodate availability and reduced

fares, if available. In the event a Finalist Contestant cannot make the trip dates, the prize is forfeited, and that Finalist Contestant will not be entitled to the prize. No part of the trip is redeemable for cash. All meals and travel not expressly listed here are the responsibility of Finalist Contestants including airport fees. No substitutions, except by Sponsor. If for any reason, the prize as listed cannot be awarded, Sponsor will substitute a prize of equal or greater value. Selected air travel for Finalist Contestant must commence from nearest major metropolitan airport. Airport transfers are not included.

Prizes may be awarded in the form of coupon(s) and/or gift card(s). Actual value of travel prizes may vary based on point of departure and airfare fluctuations. Once airline tickets and hotel reservations have been issued, they may not be changed, re-sold, endorsed, exchanged, transferred or in any other manner modified by recipient. Travel must be completed by the dates determined by the Sponsor. Travel arrangements are subject to availability and to the terms of conditions of the airline, the hotel(s), and/or tour operator(s). Finalist Contestants are solely responsible for any other unspecified expenses related to the travel prize, including, without limitation, meals, ground transportation, gratuities, incidental hotel expenses, excess baggage charges, upgrades and any and all federal, state, and local taxes on prize, including special airport taxes and fees. Finalist Contestants are not entitled to any surplus between actual retail value of prize and stated Actual Retail Value (ARV) and any difference between stated ARV and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize, provided, however, that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Any and all activities related to the prize, including without limitation flying, are at the Finalist Contestant's own risk and subject to whatever restrictions are imposed by the entities that govern the activities.

#### License

By entering, Contestants are granting Sponsor and its affiliates a worldwide, royalty-free, perpetual, exclusive, unrestricted, irrevocable and fully sub licensable right and license to consider, display, repost, disclose, use, re-use, reproduce, modify, digitize or enhance, adapt, change, publish, translate, create derivative works from, distribute, re-distribute, publicly perform and/or display Contestant's Submission (in whole or in part) and/or incorporate all or part of the Submission in other works, all in any form, format, media or technology now known or later developed or invented (collectively, the "License"). By submitting their work, Contestants will be granted an opportunity to compete to win one of the prizes listed above. Other than the opportunity to win, CONTESTANTS WILL NOT BE PAID FOR THEIR SUBMISSION or for granting Sponsor any of these rights.

Additionally, while Sponsor will seek to post the Submission in the form as provided at the time of entry, Contestants agree that due to technical limitations, Submission may be altered from its original form. Sponsor shall have no liability as to posting of Submissions. By entering the Contest, Contestants agree to waive all claims to and shall receive no royalties of any kind now or in the future from Sponsor for use of their Submission and represent and warrant that no other party has any rights to nor is

entitled to claim royalties from the use of the Submission as set forth in these Official Rules. Contestants may not resell, assign or transfer any of their rights under these Official Rules.

Effective 90 days after the conclusion of the Contest, Sponsor agrees to release its License to those Submissions which are not among the Finalist Contestants' Submissions. By entering the Contest, the Finalist Contestants agree that Sponsor shall have the License to their respective Submissions in perpetuity, unless Sponsor agrees to release such License in its sole discretion.

Should Sponsor wish to move forward with development of a Submission into a project after conclusion of the Competition, Sponsor will contact the applicable Finalist Contestant about next steps.

With the submission of the designs to the competition, participants are representing and warranting to Sponsor that no part of their Submission infringes any intellectual property or other rights of any third party. Each Contestant agrees to indemnify, defend and hold harmless the Sponsor from all liability that may arise due to the Contestant's Submission's breach of any third-party's rights.

# **Publicity**

Sponsor reserves the right to use the entry Submissions to the Contest for publicity purposes prior to or after the Contest Period, in any media, and by entering the Contest with a Submission, each Contestant agrees that Sponsor may use his or her name, likeness, and school name, without receiving any compensation or prior review unless specifically prohibited by law.

#### **Conditions**

Competition is subject to these Official Rules. By participating, Contestants agree to be bound by these complete Official Rules, including Sponsor's terms of use <a href="www.janusetcieglobalstudentdesign.com">www.janusetcieglobalstudentdesign.com</a> and privacy policy. Contestants agree that the decisions of Sponsor are final and binding; and agree to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Taxes, if any, are the sole responsibility of Finalist Contestants, and Contestants may be issued an IRS Form 1099 for the ARV of any awarded prize. This Contest is void where prohibited or restricted by law, and subject to applicable federal, state provincial and local laws.

#### Release

Contestants and Professors agree to release and hold harmless Sponsor, its attorneys, affiliates, together with the respective directors, employees, officers, licensees, licensors and agents of each, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "Releasees")

from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of Submissions, prizes, or participation in any prize-related activities. Sponsor reserves the right to disqualify any Contestant or Professor it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. The Releasees shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest, including these official rules. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest, and reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper conducting of the Contest. Sponsor may prohibit a Contestant from participating in the Contest or winning prize if, in its sole discretion, it determines such Contestant is attempting to undermine the legitimate operation of the Contest or undermine the purpose of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass third parties, any other Contestants or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in immediate disqualification. Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of the State of California in the United States. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR THE PETITION PROCESS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

# Privacy

All personal information collected by Sponsor will be used for the administration of the Competition and in conjunction with these Official Rules. Please refer to Sponsor's privacy policy located at <a href="https://www.janusetcie.com/contract/privacy-policy/">www.janusetcie.com/contract/privacy-policy/</a> for important information regarding the collection, use and disclosure of personal information by Sponsor.

# Official Rules

For a copy of these official rules, please visit: <a href="www.janusetcieglobalstudentdesign.com">www.janusetcieglobalstudentdesign.com</a> until 90 days after the end of the Contest.

# Winners List

For names of prize winners, available until 90 days after the end of the Contest Period, log on to www.janusetcieglobalstudentdesign.com.

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