Lexus Design Award Official Rules

FREE PARTICIPATION. NO PURCHASE IS NECESSARY TO ENTER OR WIN. THIS IS A CONTEST OF SKILL AND CHANCES OF WINNING DEPEND SOLELY ON THE QUALITY OF THE ENTRANT’S ONLINE ENTRY. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT BETWEEN YOU AND THE SPONSOR SO READ THEM CAREFULLY BEFORE ENTERING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Information on how to enter and prizes form part of these official rules ('Official Rules').

1. Contest Dates.

The Lexus Design Award 2017 ('The Contest') begins August 10th 2016 at 9:00 (CET) and qualifying Submissions must be received on designboom.com ('the Contest Website') by October 16th, 2016, 23:59 (CET). The dates are subject to extension, in Sponsor’s sole and absolute discretion.

2. Eligibility. Who may enter.

The Lexus Design Award 2017 (The Contest) is open to professionals, students and design enthusiasts from every country in the world ("Entrant" or "Entrants") and only to individuals who have reached the age of majority in their jurisdiction of residence at the time of entry. Minors and individuals who have no or only limited legal capacity may not participate.

Employees of Toyota Motor Corporation, LEXUS International ('Sponsor'), designboom srl ('Producer') and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors (collectively, the 'Contest Entities'), and each of such employees’, immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize.

3. How To Enter.

Prior to submitting entries, each Entrant will be asked to fill in and submit an official registration form which requests from Entrant, among other things, his/her full name, home address, e-mail address, the field of activity of the Entrant's current profession or business (related to or connected with the creative arts community).

During registrations the Entrants will select a password for log-in (hereinafter referred to as 'Access Data') to submit their entry(ies) to the Contest (collectively, the 'Submission'). The applicant is obligated to keep his/her Access Data secret and prevent unauthorized use by third-parties.

For the purpose of this contest, the Submission must follow the technical, creative, and legal requirements disclosed on the Contest Website (which requirements are herein incorporated by reference) and in these Official Rules, including, without limitation, the Content Guidelines (defined below). All entries that are late, illegible, incomplete, or otherwise not in compliance with these Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion.

For purposes of this Contest, an online entry is 'received' when the Contest Website’s servers record the entry information. Proof of sending that reads 'successfully published' is an automated computer receipt confirming entry and does not constitute proof of actual receipt of an entry for purposes of this Contest.

In the event of a dispute as to the identity of any Entrant who submits an entry, the entry will be deemed submitted by the holder of the e-mail from which it was sent but only if such person is otherwise eligible. The 'account holder' is the person assigned an e-mail address or username by the entity responsible for assigning it (e.g., Yahoo).

Sponsor, Producer and affiliated entities are not responsible for lost, misdirected, misplaced, tampered with, deleted, or invalid entries.

4. Submission Content Guidelines. There is no limit on the number of entries per person.

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To merit consideration as a Qualified Entry, the Work must meet all of the following criteria (the 'Entry Requirements'):

a. True to the essence of 'YET' with a uniqueness in its interpretation.

b. Consistent with the ides of LEXUS 'DESIGN'.

c. The Work must be submitted to the Contest section found on the Contest Site. Images and text must be in digital format. Entries will NOT be accepted via physical delivery.

d. The Work may be produced in any medium but must be submitted to the Contest section as low res JPEG (or JPG) format, GIF format and FLV format for video files; All digital files must be 200 KB or smaller, and must be of exact width of 818 pixels / 72 dpi, RGB color mode. FLV format video files must be max. 10 MB.

e. The Work must not be inappropriate, libelous or defamatory, harassing, abusive, threatening, harmful, vulgar, profane, excessively violent, racially, ethnically or otherwise objectionable or offensive, obscene, pornographic, sexually explicit.

f. Except for materials that are in the public domain, each Submission, in its entirety, must be a single work of original material created by the Entrant, or for which Entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum. By entering the Contest, Entrant represents, acknowledges, and warrants that the submitted work is an original work created solely by the Entrant, that the work does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the work. The Work must not violate or encourage others to violate any applicable law, statute, ordinance or regulation. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission. Entries that contain brand names, trademarks or company logos are subject to disqualification.

g. The Work must not involve physical harm to any person or animal;

h. Submissions may only include original music created and performed solely by Entrant (i.e., songs must be composed, lyrics written and performed by Entrant). Submissions that include any other songs or recordings are inappropriate and will be subject to disqualification.

i. The Work may not use any watermarks or artist signatures;

j. It is important that you keep your design(s) confidential until the results of the competition are published. Until the winners of the Lexus Design Award 2017 are announced, Entrants may not submit their LEXUS Design Award 2017 Entry Work in any other Design Contest (not affiliated with Lexus), and may not disclose the submitted Work to any third party. (please note the exception: Entrants may submit the same Work in exclusive domestic Design Contests hosted by Lexus distributors.)

k. The Work and Submission must not contain any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the Contest Site and/or the proper conduct of the Contest.

5. Intellectual Property and License.

All Works submitted will remain the exclusive property of the Entrant. Sponsor and Producer will have the right to use all of the Works submitted as part of the Contest, and all images depicted therein, in any promotion or for any non-commercial purpose. By submitting a Work, Entrant grants Sponsor and Producer the non-exclusive, unlimited, royalty-free, rights to publish in all media now known or hereafter discovered, and publicly display all Work for an unlimited period, and worldwide. The sponsor has the right to apply minor changes, amendments without damaging the integrity of the Work, e.g. add the LEXUS logo and text, reframing, translation, changing colors, cutting the background or parts of it. In case the Sponsor and/or the Producer want to bring major changes to the submitted Work for publication, public relations, or exhibition purposes, the Sponsor and/or the Producer will contact the Entrant and inform him/her about the use to obtain the Entrant's consent.

Each Entrant, by participating in the Contest, except where legally prohibited, grants permission for the Contest Entities and their designees to use his/her name and prize information for advertising, public relations and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, for an unlimited period, without notice or review or approval.

Entrants agree that Sponsor and Producer shall have the sole discretion in determining the extent and manner of non-commercial use of Submissions and are not obligated to use any Submission. Each Entrant acknowledges that other Entrants may have created plans and concepts contained in their Submission that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities.

The 4 Prototype Winners, creators of prototypes, agree that they are participating in the production process in which they will receive advice and inspiration from the Mentors to finish the creation of prototypes, and that Lexus will disclose the name of the Mentors who worked with them and will disclose information about the production process in the form of text, pictures, film etc. when making public announcements about the work.

By submitting the Work to the Contest the Entrant agrees to provide Sponsor with the right of first refusal to the exclusive use of the Work for commercial purposes. This option is valid for 12 months after the end of the competition. In the event that the Sponsor exercises the option to use the rights for commercial use (incl. production) on exclusive basis and for an unlimited period, the Sponsor will make private agreement with the Entrant for the transfer of intellectual property rights.

(The Entrant acknowledges that any disclosure to third parties of confidential ideas included in the Work may jeopardise the possibilities for registering the intellectual property rights to the Work. In the event that the Entrant has disclosed any such confidential information to third parties before submitting the Work, the applicant undertakes to inform Lexus immediately of the nature and extent of any such disclosure).

6. Representations, Warranties and Indemnity.

Each Entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their Submission and all materials and matter therein: (1) (except for elements that are within the public domain) are wholly original with such Entrant and are not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her Submission to any other third party. Further, each Entrant represents and warrants that Sponsor’s use of any Submission shall not violate an agreement to which such Entrant has signed. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Official Rules or Contest activities.

7. Determining the Finalists and Notification.

During the Judging Procedure the Submissions will be reviewed by a team of judges ('Judges') assembled by Sponsor and Producer, who will review and judge the eligible Submissions based on the following judging criteria (collectively, the 'Judging Criteria'):

JUDGES:

Eligible Submissions will be judged by independent qualified representatives selected by Sponsor in its sole discretion.

JUDGING CRITERIA:

The shortlist and the Finalists will be selected on the basis of a design which is (i) true to the essence of 'YET' with uniqueness in its interpretation, (ii) Consistent with the image of LEXUS 'DESIGN'.

Judging of the Winners and Finalists will be based on each of the Judging Criteria in whatever proportion the judges may determine in their discretion. Decisions of the judges are final and binding.

Prototype Winners will be chosen by the end of December 2016 and additional Panel Finalists will be chosen around middle of January 2017, and notified by email, unless extended by Sponsor.

The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. If the Sponsor is unable to contact a Finalist or a Finalist is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor’s discretion, an alternate winner selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any potential Finalist is found to be ineligible, or declines the prize for any reason prior to award, such potential Finalist may be disqualified and an alternate potential winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify a potential Finalist.

8. Contest Prizes.

Four Prototype Winners will each receive a mentorship by an acknowledged professional to develop a prototype of his/her submitted Work. The Sponsor will cover the prototype production costs up to 3 million Yen (\*includes tax, customs duty, construction fee and part of a packaging fee). Prototypes will be developed through sessions with the mentors.

In addition, the 4 Prototype Winners plus 8 additional Panel Finalists will receive a 'Trip Prize' to Milan, Italy during Milan Design Week (taking place between April 4-9, 2017) and are required to attend the Lexus Design Award 2017 Exhibition and Ceremony.

The 'Trip prize' includes 1 (one) round-trip between a major airport near Finalist’s home and Milan, Italy plus accommodation for 2 (two) nights. The cost of 1 (one) return economy class ticket and accommodation, selected by Sponsor in its sole and absolute discretion, will be covered in the case of individual Entrants. In the case the Finalist Work has been submitted by a team (more than one person), 1(one) representative of each Finalist's Work will be invited and costs will be covered for 1(one) representative.

The Prizes are non-transferable and no cash alternative is available. The Finalists must possess all required travel documents. It is the responsibility of each Finalist to provide proper documentation (including a government-issued picture identification). The dates of departure and return are subject to change at Sponsor’s sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes.

9. General Conditions.

Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged Submissions; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing/reviewing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants’ or to any other person’s computer or mobile device related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or the Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor and/or Producer, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor’s or Producer’ sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor or Producer, corrupt or impair the administration, security, fairness or proper play, or Submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor and Producer reserve the right, in their sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant’s e-mail account to receive e-mail messages.

CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PRODUCER WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Release.

By participating in the Contest, Entrants agree to release, discharge and hold harmless Sponsor, Producer and each of their parent companies, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ('Released Parties'): from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrants’ participation in the Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person’s equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Sponsor and Producer maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel as a part of the prizes provided in connection with the Contest; and will not be responsible or liable for any injury, expense, accident, delay, inconvenience or other irregularity that may be caused. Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. The Released Parties are not responsible for the actions of Entrants in connection with the Contest, including Entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest.

In the case of Entrants who are Australian or U.K. residents, the preceding clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or U.K. statute or cause any part of these Official Rules to be void.

11. Suspension / Modification / Termination.

In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any country, federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.

12. Governing Law / Limitation of Liability.

Italy shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor, Producer, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of Italy, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws.

13. Finalists List

Finalists' names will be available online at designboom.com after April, 2017.

14. Information Submitted. Use of Contact Details. Privacy Policy.

This privacy policy applies to everyone who uses designboom.com as of August 10, 2016. This privacy policy explains how we utilize personal details that have been submitted to us via designboom.com, such as names or email addresses ('Personal Data') and how we protect your privacy ('Privacy Policy'). It is our responsibility to ensure that we handle your Personal Data with due care. We will neither sell nor trade your Personal Data nor will we infringe your personal rights in any way. designboom.com and its services can principally be used without the disclosure of Personal Data. If you register on designboom.com, you disclose your Personal Data. This Personal Data will only be collected, processed and used for the purpose of making the services provided by designboom.com available to you (especially for our Contests in order to establish the contact between Entrant and Sponsor) unless you expressly consent to other uses. Sponsor and Producer of the Contests will not use the contact details for other private or commercial purposes, e.g. for promotional purposes especially, but not limited to, unrequested and uninvited advertising by email, or to be contacted by mail. We may collect process and use the following Personal Data: e-mail address and contact data, transactional data based on your activities on our website (such as requests and content you generate or that relates to your account). As a condition of entering a Contest, each Entrant gives consent for Sponsor(s) to obtain and deliver his or her name, address and other information to third parties for the purpose of administering the Contest and to comply with applicable laws, regulations and rules. Any information Entrants provide to Sponsor(s) may be used to communicate with Entrant in relation to a Contest or on a Contest Winners list.

15. Change of Data.

designboom.com offers a quick and easy way to change and update the Personal Data you provided us in your user account. Enter your user name and password to make the desired changes from the Hyperlink designboom.com/competition/ and click on 'edit your profile'.

16. Validity of Official Rules.

In the event that individual Terms become entirety or partially invalid or impracticable, the validity of the remaining Terms shall not be affected. Instead of the invalid or impracticable Terms the Parties will agree upon such reasonable Terms that correspond as closely and legally possible to what the Parties – if they had considered the matter initially in light of such invalidity or impracticability – would have agreed upon according to the sense and purpose of these Terms. The same shall apply to omissions