

URBAN CONFLUENCE SILICON VALLEY

Competition Conditions

Terms of Use:

ELIGIBILITY

The Competition is open to all interested parties world-wide, regardless of age, discipline, and professional status, with the following exceptions and qualifications:

The following individuals and firms are not eligible to participate in the Competition:

- Board of Directors, employees, and immediate family members (spouses, children and parents) of the directors and employees of San Jose Light Tower Corporation (SJLTC).
- Individual members of the competition Jury or Community Competition Panel (CCP).
- A current firm or employer, and immediate family members (spouses, children and parents) of the individual members of the competition Jury or CCP.
 - An employee of a Juror or a member of the CCP is eligible to submit an entry if that entry has been prepared without any assistance from the Juror or member of the CCP, including but not limited to providing advice, materials and facilities. (See Anonymity below).

No members of the Jury or Community Competition Panel can assist an entrant, or act in any capacity to advise or aid an entrant in the development or presentation of his/her/its Entry.

All jurors are bound by the rules of this competition.

An entry can be submitted by an individual, a team, or a firm/studio. Entrants are encouraged to work in multi-disciplinary teams.

Entrants assume all responsibility for ensuring that their Entry arrives before the stated deadline. Timely delivery of the Entry is the sole responsibility of the entrant.

SJLTC shall not be liable for any costs incurred by any entrant in the preparation of a Submission.

ANONYMITY

The Competition is anonymous. Entrants are required to omit any identifying marks such as personal, company, or institutional names, logos, websites, or email addresses that would violate the **anonymity** of the submitters in any of the submission materials (Design Presentation Boards, Statement, Summary, and optional Video). If an Entrant mistakenly includes any identifying marks in any materials submitted, the Entrant risks being disqualified from the Competition, so please review your submission to ensure your anonymity is preserved.

The Jury or CCP will not solicit or receive any information regarding the authorship of entries submitted in Phase 1.

Entrants must not communicate with any member of the Jury or the CCP about the Competition or their entries in any way prior to the official public announcement of the results of Phase 1. Any entrant, juror, or member of the CCP found in violation of this rule will be disqualified immediately.

The only entrants' names to ever be revealed will be those of the three competition finalists.

THE COMPETITION ENDS ONCE THE WINNING ENTRY IS CHOSEN BY THE JURY AND APPROVED BY THE CITY OF SAN JOSE

Intellectual Property

Ownership: Except as provided herein, entrant shall retain all copyright, trade secret, trademark, and other proprietary rights, in and to his, her or its Entry. These rights shall not extend to any predominantly functional aspects of the site or improvements situated thereon that may be incorporated into the Entry. If entrant is comprised of two or more individuals, then each individual shall be deemed a joint-author of the Entry. If entrant places a copyright notice on the Entry, said notice shall be in the form and manner required by the U.S. Copyright Office and entrant shall provide SJLTC with a copy of the application for registration, the registration number, and the effective date of the registration together with the Entry. Entrant's rights under this agreement cease with entrant's death and do not extend to entrant's heirs, successors, or assigns.

License: For no additional consideration, and subject to entrant's retention of copyright, as set forth herein, by submitting entrant's Entry to SJLTC, entrant grants to SJLTC, its agents, contractors, vendors, employees, and representatives (collectively "Licensee") a perpetual, nonexclusive license to use, publish, distribute, copy, display (and loan to others to display), and reproduce the Entry, in whole or in part, in connection with any and all aspects of the Competition, including the promotion and marketing of the Competition, the publication and exhibition of entries in connection with the Competition, the Submission of entries to the judges and any interested third parties, including governmental agencies, and the archiving of entries (collectively the "Competition"). Pursuant to this license, entrant grants Licensee sole and absolute discretion over how the Entry, and any portion thereof, is used, modified, and/or adapted in the Competition, in any subsequent development of the Entry for purposes of completed design and construction (the "Project"), in any publication, exhibition, or promotion in furtherance of or in relation to the Competition and/or Project or any public display. Licensee may crop, alter, adapt, or reformat all or portions of the Entry, replace fonts, and edit or change text to conform to overall aesthetics and other layout and editorial considerations of any publication or exhibition related to the Competition or in relation to other promotional or review purposes, without further notice to, or permission from, entrant.

In addition to, and without limiting the foregoing, by submitting its Entry in the Competition, entrant acknowledges and agrees that in the event entrant is selected as one of the Competition's three (3) finalists ("Finalists"), additional revisions, augmentations, modifications, and deletions to the Entry may be required in order for the Entry to meet design and feasibility criteria ("Criteria") required by the SJLTC, the Jury, the City of San Jose, or any other governmental authority in order for the Entry to be considered for selection as the winning Entry and in order for the Entry to be further developed into a design that is sufficiently detailed to build the Entry as part of the Project. Each Finalist will be presented with a Stipend Agreement for execution which shall, among other things, convey further nonexclusive license rights to SJLTC for the continued use of the Entry during the Phase 2 and any subsequent phases of the Project. Entrant shall retain all copyright and ownership rights in the Entry during these phases but agrees, by submitting an Entry in this Competition, that if he/she/it is selected as a Finalist then he/she/it shall cooperate in good faith with the Licensee to accommodate any revisions, modifications, and augmentations to all, or any portion of, the Entry in relation to, or in furtherance of, the Project, regardless of whether the Finalist continues in the Competition or formally enters into a Proposal Payment Agreement with SJLTC.

Reproduction: The license herein conferred by entrant to Licensee for the Entry shall permit Licensee to photograph, copy, and reproduce (together "Reproduction") the Entry in catalogues, books, slides, photographs, postcards, posters, calendars, magazines, fliers, digital media, newspapers, and film if, in Licensee's sole and absolute discretion, such Reproduction is

made in furtherance of the Competition. On any and all such Reproductions, Licensee shall place a copyright notice in the form and manner required to protect the copyrights of the Entry if the entrant has the work copyrighted and has provided Licensee with relevant copyright application, number and effective date. Licensee is not responsible for any third-party infringement of entrant's copyright or other proprietary rights over the Entry and is not responsible for protecting the intellectual property rights of entrant.

Waivers: Without limitation, entrant expressly agrees to waive any and all rights that entrant may have in relation to the Entry pursuant to Title 17 United States Code Section 106A (the Visual Artists Rights Act of 1990). Entrant further expressly agrees to waive any and all rights that entrant may have in relation to the Entry pursuant to the California Art Preservation Act (California Civil Code sections 987-989), to the extent such provisions have any force or effect with respect to the Entry.

Reputation and Credit: Licensee agrees that absent any written request from entrant to the contrary, all references made to the Entry and all reproductions of the Entry will credit the entrant. Entrant agrees that all formal references to the Entry made or authorized to be made by entrant shall include the following credit: "Submission to the Urban Confluence Silicon Valley Competition, a project of the San Jose Light Tower Corp."

Unauthorized Use of Submissions: The City of San Jose and SJLTC shall bear no responsibility for any unauthorized use of Submissions by any third party.

DISQUALIFICATION

Any Submission which is received after the Submission deadline, is incomplete, or violates any provisions of the rules of the competition is subject to disqualification.

Entrants shall not communicate in any manner with any member of the Jury or Community Competition Panel regarding their Entry prior to the public announcement of the results of Phase I. Upon evidence of any infraction of the Competition rules, the Entrant shall be informed by the Executive Director of SJLTC, in writing, of disqualification.

The entrants shall comply with all applicable provisions of federal, state, or local laws, rules, and regulations during the term of this Competition.

By entering this Competition, entrants declare that the designs in their Submission represent no infringement on any existing copyright or patent.

No information contained in Submissions shall be deemed confidential; **therefore, please do not submit any information that may be considered financially or personally sensitive in nature.**

INDEMNITY

All entrants agree to indemnify and hold harmless the City of San Jose and San Jose Light Tower Corporation, (SJLTC) including its officials and employees, and any Competition Partners from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the entrant and any other persons employed or utilized by the entrant in provision of services hereunder.

To the extent considered necessary by SJLTC, any sums due to the entrant hereunder may be retained by SJLTC until all of the City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by the City. This indemnification provision is separate and apart from, and in no way limited by, any insurance provided or otherwise. This paragraph shall not be construed to require the entrant to indemnify the City or SJLTC for SJLTC's or the City's own negligence or intentional acts. This clause shall survive expiration or termination of the arrangements hereunder.

DISCLAIMER

SJLTC, at its sole discretion, may choose to not select one or more finalists through this process. SJLTC reserves the right to reject any entry that is deemed, by the Board of Directors of SJLTC at its sole discretion, to be offensive, vulgar, or otherwise unresponsive to the Competition Criteria.

