

The Dwell® /AIA "How Green Are You?" Contest

Official Rules

The following are the official rules for the *Dwell.com/AIA* "How Green Are You?" Contest ("Contest"):

1. Sponsors: The Contest is sponsored by Dwell LLC, publisher of *Dwell.com*, located at 40 Gold Street, San Francisco, CA 94133 and The American Institute of Architects, Inc. located at 1735 New York Avenue, NW, Washington, D.C. 20006 (together "Sponsors").
2. Eligibility: The Contest is open to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age. The Contest is subject to all applicable federal, state and local laws and regulations, and is void where prohibited by law. Employees of Sponsors and their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Contest or to win a prize.
3. Entry Period: The entry period for the Contest begins at 9 a.m. on April 5, 2008, and ends at 6 p.m. on June 20, 2008 ("Entry Period"). Entries received before or after the Entry Period will not be considered unless an early entry is resubmitted during the Entry Period.
4. How to Enter: A complete entry consists of both of the following elements: (1) a completed entry form available at www.dwell.com/greencontest; (2) photographs, in jpeg format, of the elements of the makeover; and (3) a text description of the makeover elements and process, not to exceed 250 words. Incomplete entries or entries not submitted in one of the required formats will be void. All materials submitted as part of the entries become the property of Sponsors, may be exploited for marketing purposes, and will not be returned. Entries must be submitted during the Entry Period by web form to be found at www.dwell.com/greencontest.
5. Ownership Rights in Submissions: You must have all ownership rights in and to your submission. By submitting an entry you represent and warrant that any design elements, text and photographs contained therein are your original work and that no other person or entity, including any third party architect or designer, has any ownership interest in the design, text or photographs or is entitled to any payment for the use of the design, text or photographs. Your entry must not have been, and may not be, submitted in any other Contest or previously published. Sponsors reserve the right to void and/or disqualify any submission if found in Sponsors' sole discretion to be inconsistent with these representations and warranties, plagiarized, copied, or fraudulent; to infringe upon existing rights of others; or to be incomplete, damaged, obscene, vulgar, offensive or otherwise unsuitable. You agree to indemnify and hold harmless the Sponsors from and against all claims or damages arising out of the use of any information or other materials you submit.
6. Winner Selection: Sponsors' judging team will select a winner from the qualified entries submitted during the Entry Period. Criteria may include but is not limited to innovation, functionality, sustainability, efficiency and affordability. Sponsors' decisions in selecting

the winner and in all matters relating to the Contest are final and binding. Sponsors anticipate that the winning entry and the identity of the winner will be posted on Dwell.com on approximately July 15, 2008. Sponsors anticipate that the Contest winner will be notified in writing on or around June 30th, 2008.

7. Prize: The Grand Prize winner will be awarded a \$1,000 gift certificate to the green product retailer of their choice. The 2nd and 3rd place winners will each receive a \$500 gift certificate to the green retailer of their choice. The prize will be sent to the winner by certified mail not later than August 1, 2008, provided that the winner has completed all required documentation by that date. If the winner chooses not to accept the prize, an alternate winner will be chosen. All federal, state, and local taxes on prize winnings are the sole responsibility of the winner. A 1099 tax statement will be filed with the IRS for the winner and the winner will be required to sign a W-9 form and various agreements, including an Affidavit of Eligibility, a Waiver, and Assignment of Intellectual Property Rights, and a Publicity Release. Failure to do so will result in forfeiture of the prize.
8. Intellectual Property Rights in Winning Design: By submitting an entry, each entrant grants to Sponsors and their respective successors and assigns an unlimited, worldwide, perpetual license to publish, display, use, exploit, edit the text, adapt, modify, copy, disseminate, post, or dispose of the photographs, text and other materials submitted in connection with the winning entry online, in print, film, television, or in any other media for editorial, advertising, promotional or other purposes without compensation or notification to the entrant of any kind, except as prohibited by law.
9. Right to Use Name, Likeness, etc.: By submitting an entry, each entrant grants to Sponsors and their respective successors and assigns the right, except where prohibited by law, to use the entrant's name, likeness, city and state, biographical information, entry materials (including home photographs) and written or oral statements, for editorial, advertising and promotional purposes, without compensation, unless required by law. Entrants shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of their name, likeness, city and state, biographical information, or entry. The rights granted under this paragraph are without compensation or notification to the entrant of any kind, except as required by law, and shall extend to all entries and all other submitted materials related to the Contest, including those submitted by non-winners and winners.
10. General Conditions. By participating in the Contest, entrants agree to abide by the terms of these Official Rules and by the decisions of the Sponsors and the judges, which will be final and binding on all matters pertaining to this Contest. Sponsors and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Released Parties") shall have no responsibility for any injury, losses, or damages of any kind resulting from participation in this Contest. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsors reserve the right in their sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate,

modify, or suspend the Contest, and/or to judge entries from among all eligible, nonsuspect entries received prior to such action. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Dwell LLC on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. Privacy. By entering this Contest, you agree and consent that any information you provide upon entering may be used by Sponsors in accordance with their respective Privacy Policies. If you do not want your information used in this manner, do not enter this Contest.