

## 2018 ANDYZ AWARDS

### DESIGNER TERMS AND CONDITIONS, INDEMNIFICATION, AND RELEASE:

I attest that I am the designer of this project. No other person may claim this design as their own and I have not submitted this design on behalf of anyone else. I have reviewed and understood the requirements of the ANDYZ Awards as set forth in these "2018 ANDYZ Awards "Official Entry and Official Contest Rules and Guidelines" as it pertains to all designers. I will abide by the judge's decision as final. I am aware that any false or misleading information I have provided will disqualify me for this contest.

By submitting these materials, I am, to the fullest extent of the law, (i) bound by the agreeing to be bound by the Official Contest Rules and Guidelines as set forth in the "2018 ANDYZ Awards Official Entry and Official Contest Rules and Guidelines"; (ii) representing that I hold all original copyrights to the materials submitted or that I have obtained written permission from the copyright owner to submit these materials; (iii) representing that the materials submitted do not infringe on copyrights, trademarks, trade dress, moral rights, rights of privacy/publicity or other intellectual property or proprietary rights of any third party; (iv) granting the California Central/ Nevada Chapter of the American Society of Interior Designers ("Chapter" or "ASID California Central/Nevada"), The Las Vegas Design Center ("LVDC") and their respective media partners a non-exclusive, perpetual, transferable, royalty free right and license to copy, reproduce, perform, display, prepare derivative works from, and distribute publicly all of my submitted materials in both print and digital format for any purpose whatsoever; and without additional compensation; and (v) agreeing to indemnify and hold the American Society of Interior Designers, Inc., Chapter and The Las Vegas Design Center and their respective officers, directors, and employees (collectively "Indemnified Parties") harmless from and against any and all losses, claims, injuries, demands, suits, costs, expenses and damages (including reasonable attorney fees and expenses)(collectively "Claim") that the Indemnified Parties may incur by reason of or arising out of any breach of any of my representations, provision of false information, use of my submitted materials and/or my license grant, except to the extent that such Claim is caused by the gross negligence of the Indemnified Parties.

Chapter will accept digital images only. Submission does not guarantee use/placement, and Chapter reserves the right to discontinue use of your submitted materials at any time.

Should my design be chosen as a prize-winning award, I agree to allow (and cause the property owner where the project is located to allow) professional photography of the project to be used for future promotional, public relations, or educational purposes. In addition, and except where prohibited by law, entry constitutes permission by Chapter and the Indemnified Parties to use winner's names workplace/business information, hometowns, biographical data, and likeness for online posting, any advertising and publicity in any media now known or hereafter created or conceived, and/or on a winner's list, without additional compensation.

Chapter and LVDC are not responsible for (i) late, lost, or incomplete entries; (ii) any telephone, electronic hardware or software program, network, internet or computer malfunctions, failures or difficulties; (iii) any errors in transmission; (iv) any condition caused by events beyond the control of Chapter or LVDC that may cause the competition to be disrupted or corrupted; (v) any injuries, losses or damages of any kind caused by any prize or resulting from acceptance of any prize, or from participation in the contest; (vi) any printing or typographical errors in any materials associated with the contest. All submitted entries complete with documentation become property of ASID and LVDC and will not be returned.

BY PARTICIPATING IN THIS CONTEST AND/OR ACCEPTING ANY PRIZE THAT I MAY WIN, I AGREE TO RELEASE AND HOLD HARMLESS CHAPTER, LVDC AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, INJURIES, LOSSES, DAMAGES, LIABILITIES, EXPENSES OR CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR IN ANY MANNER, DIRECTLY OR INDIRECTLY, RELATING TO MY PARTICIPATION IN THE CONTEST, SUBMISSION OF CONTEST MATERIALS, AND/OR ACCEPTANCE OR USE OR MISUSE OF ANY PRIZE,

INCLUDING, WITHOUT LIMITATION PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON DEFAMATION, PUBLICITY RIGHTS, AND INVASION OF PRIVACY.

FOR CALIFORNIA RESIDENTS: I ACKNOWLEDGE THAT I AM FAMILIAR WITH SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND I HEREBY WAIVE AND RELINQUISH ANY RIGHTS AND BENEFITS WHICH I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH SECTION PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

(Print or Type):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_