

Contest Entrance, Release & Assignment

I/we hereby irrevocably consent to and authorize **The City of Nelson** [the City], its agents or assigns, the irrevocable and unrestricted right to use and publish images and video of the persons named below and of the design and conceptual plans that I/we submit as part of the City's 2019-2020 laneway house design competition ["the Images"] for editorial, trade, advertising, promotion or any other lawful purpose in any manner or medium, and to alter the same without restriction without the payment of any compensation. Further, in favour of the City, I/we do hereby:

- (1) waive any right to notice or approval of any use of the Images;
- (2) release the City and its agents or assigns from all claims and liabilities relating to the Images of myself/ourselves or by virtue of alteration, processing or use in composite form;
- (3) publicise the names of all entrants, along with the right to use other background information about the entrant(s) or winner(s);
- (4) release all intellectual property rights, including copyright, which I/we have in or to the Images; and
- (5) assign to the City all moral rights which I/we have in or to the Images.

I/we declare that:

- (1) I/we are hereby applying to participate in the design competition and have complied with and accept the rules, regulations and conditions which apply to this competition and acknowledge that the City reserves the right to refuse any entry.
- (2) I/we declare that the information submitted as part of this competition is, to the best of my/our knowledge, true and correct.
- (3) I/we agree to accept the decision of the design review panel as final, and by submitting an entry to this competition, I/we agree the City has the unlimited right to display, publish, post and otherwise exhibit all materials submitted in any medium. Credit will be given to the authors of the material after entrants' anonymity has been lifted by the City.
- (4) I/we accept full authorship of the submission and declare that the design and plans are my/our original work and that the entirety of the submission has been prepared either by me or under my/our direct supervision.
- (5) I/we acknowledge that I/we retain ownership and copyright of all entry materials submitted, but accord, as per this waiver, accord limited reproduction rights to the City, and, as per section 12 of this waiver, may be required to forfeit copyright if selected as a winning submission. I/we assume all responsibility for any breach of intellectual property rights or copyright entitlements of others.
- (6) I/we agree to bear the cost of any claims or outlay relating to intellectual property rights or copyright entitlements of others that might arise from the City's use or reproduction of any materials submitted.
- (7) I/we agree to waive any and all claims against the City, the Organizers, and the Design Review Panel members arising as a result of the competition. I/we release and indemnify the City of Nelson, its Council members, officers, employees, and agents from and against all liability, claims and other expenses of any kind which I, or any other person, may have in connection with anything said or done with respect to this project.
- (8) The City shall bear no responsibility for any unauthorized use of submissions by any third party.
- (9) The City has the right to use any ideas contained in any winning or non-winning submission.
- (10) I/we agree that I/we will not release any material submitted to this competition until the results of the competition are announced by the City.
- (11) I/we acknowledge that the City will not return any materials submitted.
- (12) If I/we should be awarded a prize as part of this competition, I/we acknowledge that the award is contingent on a full set of buildable plans being submitted and approved by the City's Building Official, and I/we agree to transfer all rights and ownership over the winning design and plans (this includes rights over any designs that

are substantially similar to the winning design) to the City, that the designer(s) will receive 100% of the sale value of the plans, and that the City will determine when the plans may be sold to the public.

I hereby represent that I am over 18 years of age and the right to contract in my own name. I also state that I have read this document prior to signing same and that I fully understand its contents.

Official Mailing Address of Entrant/Team:

Primary email address of team: _____

Primary phone number of team: _____

Affiliation (e.g. firm or university): _____

Primary Entrant Name: _____ Title or Professional Designation: _____

Team Member Name: _____ Title or Professional Designation: _____

Team Member Name: _____ Title or Professional Designation: _____

Team Member Name: _____ Title or Professional Designation: _____

Team Member Name: _____ Title or Professional Designation: _____

Signature of Primary Applicant (on behalf of all team members): _____

DATE: _____

PRINT NAME IN FULL: _____

ADDRESS: _____

Signed in the presence of:

WITNESS SIGNATURE: _____

WITNESS NAME: _____

*Submit entrance form and all required documents (see Call for Submissions) electronically only, in PDF format, to: **Alex Thumm, Development Services | City of Nelson | athumm@nelson.ca***