

\$10K Urban Challenge

OFFICIAL RULES AND REGULATIONS

In these Submission Rules, including all notices given pursuant to these Submission Rules, the following words and phrases shall have the following meanings:

“Contact Period” means the 10 business days between July 16, 2021 - July 30, 2021, inclusive;

“Challenge” means the \$10K Urban Challenge, open to residents of the Greater Saint John region, with Participants submitting proposals to improve uptown Saint John, for which one project will be selected;

“Submission Rules” mean these official rules and regulations, including details of eligibility, judging criteria, and general terms and conditions of the entries, as may be amended, supplemented, modified, restated, or replaced from time to time;

“Proposal” means the Participant’s proposed project which complies with the specifications in section Proposal Specifications of the “How to Enter” section of this document;

“Submission Period” means June 14, 2021 – July 5, 2021;

“Eligible Entry” means a Proposal which complies with the specifications in sections 1-4 of the “How to Enter” section of this document;

“Finalist” means a Participant who submits a Proposal which becomes the top Proposal overall, as selected by the jury, to move on to the Implementation phase;

“Grand Prize” means up to \$10,000.00 CDN in funding awarded towards the Winning Proposal;

“Immediate Family” means a spouse (“legal” or “common law”/civil union), parent, child, grandparent, grandchild, or sibling;

“Jury” means 7 people, judging the Proposals and scoring each Proposal, basing their decision on the established set of criteria;

“Jury Deliberation Period” means July 8, 2021 – July 14, 2021;

“Participant” means an individual (or team) residing in the Greater Saint John region that submits a Proposal in the \$10K Urban Challenge;

“Release” means a release and confidentiality agreement which must be signed and returned by the Participant with the Winning Proposal within ten (10) business days of receipt;

“Released Parties” means the Jury, the Sponsor(s), the participating agencies, promotional agencies, venue owners, and event or sponsorship partners;

“Sponsor(s)” means Historica Developments and Envision Saint John: The Regional Growth Agency;

“Submission Period” means June 14, 2021 – July 5, 2021;

“Winning Proposal” means the Proposal which receives the most votes from the Jury;

BY PARTICIPATING IN THE \$10K URBAN CHALLENGE, ALL PARTICIPANTS AGREE TO BE BOUND BY THESE RULES AND REGULATIONS

What would you do with \$10,000 to make our region more livable? More beautiful? More Interesting?



This is your opportunity to become a part of the beautification of the urban core. Submit your idea for consideration and you could be this year's recipient of \$10,000 to make your dream a reality!

THE CHALLENGE:

The 10K Urban Challenge launches June 14, 2021 and closes on July 21, 2021.

- Submission Period: June 14, 2021 - July 5, 2021
- Jury Deliberation Period: July 8, 2021 - July 14, 2021
- Winner(s) Contacted: July 16, 2021
- Winning Proposal announced: July 21, 2021
- Implementation period: July 21, 2021 – January 2022

ELIGIBILITY:

The Challenge is open to Greater Saint John area residents only. Of the residents who submit an entry, whether as an individual or as a team entry, the finalists will be chosen by the Jury, basing their decision on an established set of criteria. Employees, and representatives of the Sponsor(s), the Sponsor(s)'s advertising and promotional agencies and any third parties engaged by the Sponsor(s) to assist it in administering the Challenge, and persons with whom any of the aforementioned are domiciled, and members of the Immediate Family of such persons are not eligible to enter the Challenge.

HOW TO ENTER:

No purchase necessary.

To enter this Challenge, all interested parties must submit a Proposal.

During the Submission Period, you may submit as many entries as you wish as an individual and/or as part of a team as long as your entry/entries is/are compliant with sections 1, 2, and 3 below.

Your Proposal **MUST**:

1. Contain the following elements:
 - a. High-level description of your idea;
 - b. A budget for project execution;
 - c. Project timeline including critical milestones;
 - d. Proposed location for your project;
 - e. Key partners for your project;
 - f. Paragraph of 500 words or less describing your project, including any supporting photography, sketches, or sample images.

2. Comply with the following specifications:
 - a. Be focused within uptown Saint John;
 - b. Be completed within a period of no more than six months from selection;
 - c. Not infringe any intellectual property rights of a third party, including, but not limited to copyright;
 - d. Not be offensive or inappropriate, as determined by the Jury, in its sole and absolute discretion.

3. Be submitted during the Submission Period, by email to:

hello@envisionsaintjohn.com

OR, by mail to:

\$10K Urban Challenge
C/O Envision Saint John
1 Germain Street, Suite 1600
Saint John, NB
E2L 4V1

BY SUBMITTING AN ENTRY YOU: (A) AGREE THAT THE ENTRY BECOMES THE PROPERTY OF THE SPONSOR(S) AND NONE WILL BE RETURNED, AND ASSIGN ALL COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS IN THE DESIGN RELATED TO THE ENTRY TO THE SPONSOR(S), REGARDLESS OF WHETHER IT IS SELECTED AS THE WINNING DESIGN; (B) GRANT TO THE SPONSOR(S) A ROYALTY-FREE, IRREVOCABLE, PERPETUAL AND WORLDWIDE LICENSE AND RIGHT TO USE, REPRODUCE, MODIFY, ADAPT, PUBLISH YOUR DESIGN IN ANY WAY, AND IN ANY AND ALL MEDIA IN ELECTRONIC AND PRINT MATERIALS RELATED TO THE CONTEST; (C) WAIVE ANY AND ALL MORAL RIGHTS THAT YOU HAVE TO SUCH DESIGN FOR THE BENEFIT OF THE CHALLENGE; AND (D) AGREE THAT THE JURY HAS THE RIGHT TO MODIFY THE TITLE OF THE ENTRY AND THE DESIGN'S BRIEF DESCRIPTION.

SELECTION PROCESS AND CRITERIA:

In the **first stage**, following the Submission Period, the Jury will review all entries to determine which entries are Eligible Entries. The Jury will, in its sole discretion, judge Eligible Entries on the basis of Proposal effectiveness.

In the **second stage**, the Jury will judge the top Proposals on the basis of the following criteria:

1. Aesthetic appeal
2. Clarity of the Proposal
3. Likelihood to have broad appeal
4. Feasibility

All criteria will be weighed equally.

GRAND PRIZE

One overall Winning Proposal, selected pursuant to the judging criteria below, will be announced on July 21, 2021, and will leave a legacy for years to come. The Participant with the Winning Proposal will receive up to \$10,000 in funding to turn their \$10K Urban Challenge proposal into a reality.

*The chance of winning the Grand Prize depends on the number of entries received.

*All decisions of the Jury are final and binding on the Participants in all matters related to the Challenge.

WINNING PROPOSAL SELECTION AND NOTIFICATION:

If you are the Participant with the Winning Proposal, you will be formally contacted by the Jury through email on July 16, 2021, following the Jury Deliberation Period.

As a condition of being declared the winner of the Challenge, the Jury must obtain approval of your Winning Proposal; and you will be required to sign and return a Release within ten (10) business days of your receipt of the Release.

By signing the Release, you:

1. Release the Sponsor(s) and its designated agencies from any liability resulting from the award to the Participant with the Winning Proposal, as applicable;
2. If applicable, grant permission to the Sponsor(s) and its advertising agencies to use you or, where applicable, your name and likeness and to refer to you as the Participant with the Winning Proposal in any upcoming publicity in any form of media without further notice or compensation;
3. If applicable, undertake not to publish by any means, or discuss with anyone, information related to their Proposal being selected as the Winning Proposal until such information becomes public; and confirm compliance with the Challenge Rules.

If you or your designate cannot be contacted within the Contact Period and/or do not return the signed Release within ten (10) business days of your receipt of the Release, or do not agree to comply with the Challenge Rules, you will be disqualified and forfeit your opportunity to win the Grand Prize. To determine a new Winning Proposal, the Jury may, at its sole and absolute discretion, select the Participant associated with the Eligible Entry with the next highest score.

GENERAL TERMS AND CONDITIONS:

The Jury and listed agencies above assume no responsibility for lost, delayed, destroyed, illegible, or incomplete entries. Proof of submitting an entry is not proof of receipt by the Jury. Entries generated by script, macro or other automated means will be disqualified.

The Jury reserves the right, in its sole discretion, to: (1) disqualify any entry that, in the Jury's sole and absolute opinion, is not in compliance with the Challenge Rules; (2) require production of proof of compliance with the Challenge Rules in a timely manner and (3) require the original copy of the Proposal from any finalist whose Eligible Entry included a digital image of their Proposal for the purposes of ensuring that the judges are presented with the clearest possible image of the Proposal for fair judgment.

The decisions of the Jury with respect to all aspects of this Challenge and decisions by the judges at every stage of selection are final and binding on all participants without right of appeal.

The Sponsor and agencies above reserve the right to cancel, withdraw, suspend and/or modify the Challenge in whole or in part at any time and without notice, as the Sponsor(s) determines in its sole discretion, for any reason, including, but not limited to, if events beyond the Sponsor(s)'s reasonable control make continuation not feasible, or if the integrity of the Challenge is impaired, including but not limited to reasons such as the loss or destruction of entries, or if a virus, bug, or computer, electronic or system malfunction, human error or another cause beyond the Sponsor(s)'s control, should corrupt the administration, security or proper and fair play of the Challenge.

For the purposes of these Challenge Rules, the Participant is the person or team whose name(s) appears on the Eligible Entry, and it is this person or persons to whom the Grand Prize will be awarded, if selected and declared the Participant with the Winning Proposal.

This Challenge is subject to all applicable federal, provincial, and municipal laws and regulations.

In the event that any disagreement arises between the Sponsor(s) and the Participants with reference to this Challenge or any matter arising hereunder and upon which the parties cannot agree then every such disagreement shall be referred to arbitration pursuant to the provisions of the *Arbitrations Act* (New Brunswick) and in accordance with these Rules and Regulations. Any such arbitration shall follow such rules and procedures as agreed upon by the parties, failing which they shall be chosen in accordance with the *Arbitrations Act*; and a decision and any award shall be made by a single arbitrator. There shall be no appeal from any award of the arbitrators.

The Released Parties are not responsible for any human or computer-generated or other technical error in the administration of the Challenge; or for the unavailability or loss of entries, illegible or incomplete entries, erroneous potential winners or winner announcements; or if an event or an experience associated

with all or part of the prize is delayed, rescheduled, cancelled or otherwise unavailable for any reason. The Released Parties make no warranty, guarantee or representation of any kind concerning the Grand Prize and disclaim any implied warranty. By entering the Challenge, Participants agree to comply with these Challenge Rules and forever release and discharge the Released Parties from any and all actions, causes of action, claims, costs and payments for damages, loss, injury, or death, however occurring, as a result of participating in this Challenge or accepting and using or misusing the Grand Prize.

PRIVACY:

The Sponsor(s) is an institution subject to the Privacy Act, R.S. 1985, c. P-21. As such, all personal information, such as name and contact information, required to enter the Challenge is collected by the Jury and the Sponsor(s) solely for the purposes of administering the Challenge, including communicating with Participants. By providing this information, the Participant consents to it being used for the stated purposes. Participants have the ability to withdraw their consent at any time by contacting the Jury or the Sponsor(s). Personal information will be used in accordance with the Privacy Policy found at:

<http://discoversaintjohn.com/privacy-policy/>