

COMPETITION TERMS

2016 IxDA Student Challenge

BINDING AGREEMENT

In order to enter the Interaction Awards (“Awards”), you must agree to these Official Terms and Conditions (“Terms”). Because the Terms form a legally binding agreement between you and the Interaction Design Association, Inc. (“IxDA”) with respect to the IxDA Student Design Challenge (SDC), please read them carefully. If you do not agree to the Terms, you are not eligible to participate in the SDC. You agree that registration for the Student Design Challenge and/or a submission of an SDC entry constitutes your agreement to these Terms.

YOUR RIGHTS AND RESPONSIBILITIES

You represent and warrant that: (i) you are at least eighteen years of age; (ii) you have the right and authority to enter the work; (iii) the submission is the original work of the people you’ve listed; (iv) you comply with all the eligibility requirements and (v) your entries do not violate any applicable laws or regulations in your country and/or state of residence . For any entry in which a person is recognizable, you represent and warrant that you have secured a model release from the subject or, in the case of a minor, the subject’s parent or guardian, and that you will provide it to IxDA upon request. You represent and warrant that the work was solely produced by a student or students, and that you will provide proof of student status to IxDA upon request.

IxDA’S RIGHTS AND RESPONSIBILITIES

By registering for the Student Design Challenge and/or submitting your entries, you give IxDA and its media partners a non-exclusive, worldwide and fully paid up license to use, copy, modify, distribute and publicly display such entries, in whole or in part, in any media now existing or subsequently developed (including physical exhibition or events associated with the Student Design Challenge), for any educational, promotional, publicity, exhibition, archival, scholarly and all other standard IxDA purposes, including display on the IxDA website, without any attribution or compensation to you. IxDA reserves the right to remove entries for any reason and without notice. All shortlisted entrants, finalists and winners will be notified by email.

INTELLECTUAL PROPERTY

By registering for the Student Design Challenge and/or submitting an entry you represent and warrant that all components of your entries are original works, and are not derived from or infringing upon the works of others. You represent and warrant that neither the Student Design Challenge nor IxDA is liable for any copyright or other infringement on your part or any third party’s, nor has any responsibility for any claim made by you or against you with regard to your entries. You represent and warrant that it is your responsibility to make sure you have the required releases, licenses, and clearances to submit your entries. Any intellectual property infringement or misuse will result in immediate disqualification and forfeiture of eligibility to participate in the Awards. All intellectual property rights in any entries that belong to the Entrants will remain with you, but the submissions will otherwise become the property of IxDA, and will not be returned after the Student Design Challenge.



INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP IXDA INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED IXDA AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH IXDA WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE TERMS BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD IXDA, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE AWARDS AND/OR USE OR ACCEPTANCE OF ANY AWARD WON.

GENERAL CONDITIONS

The Awards are governed by the laws of the State of New York, United States, excluding its body of law regarding conflict of law. All federal, state and local laws and regulations apply. By participating in the Awards, you agree to be bound by these Terms and by IxDA's decisions, which are final and binding on all matters pertaining to the Awards. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Awards are hereby excluded, and you expressly waive any and all such rights. You and IxDA hereby agree that the forum and venue for any dispute regarding the Awards shall be New York City, New York, and the parties hereto waive any venue objections. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with its streamlined arbitration rules and procedures. The JAMS rule for arbitrator selection shall be followed, except that the arbitrator shall be experienced and licensed to practice law in New York. The parties agree to share equally in the arbitration costs incurred. If any provision of these Terms shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect.

THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.