

**FUTURE LANDSCAPE ARCHITECTS OF AMERICA (FLAA)
CURRICULUM CHALLENGE 2019
Official Rules**

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.

Timing/Eligibility:

The FLAA Curriculum Challenge 2019 (the "Challenge") is open to citizens and legal permanent residents of the fifty (50) United States and the District of Columbia who have studied the field of landscape architecture or land planning and graduated from an accredited university with a degree in landscape architecture, land planning or an associated field. Current students studying for a degree in landscape architecture, land planning or associated degree are also eligible to apply. The Challenge is void where prohibited by law. Employees of Sponsor and its parents, affiliates and subsidiaries, as well as the immediate family and household members of each, are ineligible. Judges will be recused from judging entries submitted by employees of their organizations. Challenge begins on July 10, 2019 and all entries must be received by midnight on October 1, 2019 (the "Challenge Period"). Each individual and each team member must be eighteen (18) years old at the time of entry.

Sponsor:

Future Landscape Architects of America (FLAA), 1934 Commerce Lane, Suite 1,
Jupiter, Florida 33458

Anova Furnishings, Inc., Suite 200, 211 N. Lindbergh Blvd., St. Louis, MO 63141

Agreement to Official Rules:

By participating in the Challenge, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Challenge.

Entry Method, Entry Materials:

There is one way to enter. The Challenge focuses on your answer to the following question: "How would you teach students about landscape architecture?" During the Challenge Period, go to <http://flaamerica.org/curriculum-challenge/>, download the instructional materials, examples and application, and submit the following information and materials relating to this question: (1) Application/cover page; (2) Lesson plan abstract; (3) Lesson plan outline; and (4) Lesson plan (all of the foregoing personal information and submission materials are collectively referred to herein as the "Entry Materials").

Upon submission of all Entry Materials, one (1) automatic entry into the Challenge will be provided to the entrant.

No other methods of entry are acceptable.

All entries must be received by the end of the Challenge Period. Entry Materials will not be returned or acknowledged. Sponsor, judges, judges employers and their respective parents, subsidiaries, affiliates, licensor, licensees, contractors, distributors, suppliers, sales representatives, retailers, advertising or promotion agencies, and each of their respective shareholders, members, managers, officers, directors, employees, representatives and agents (collectively, the "Releases") are not responsible for lost, late, damaged, incomplete, misdirected, unintelligible, returned, or undelivered entries or theft or destruction or unauthorized access to or alterations of Entry Materials, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or traffic congestion, miscommunication, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network.

By entering the Challenge, entrants represent and warrant that the Entry Materials are original works of authorship of the submitting entrant and/or are owned solely by the submitting entrant and do not infringe the rights of any third party.

Entry Materials further must meet the following criteria:

- All Entry Materials must conform to Sponsor's standards and practices, and may not be offensive, as determined by Sponsor in its sole discretion, nor can they defame or invade the publicity, privacy or intellectual property rights of any person living or deceased, or otherwise infringe upon any person's rights.
- Entry Materials may not disparage Sponsor, its parent, subsidiaries or affiliates or any of their respective products or services.
- Entry Materials must be in good taste and may not contain obscenity, profanity, indecent material, lewd acts, references to violence, or demean any gender, race, religion or sexual orientation.
- All Entry Materials must be the sole, original work of the entrants, and may not contain third party materials or otherwise infringe any copyright, trademark, patent or other right of any third party.
- Entry Materials must comply with all applicable laws.

Entrants shall be the sole owners of the Entry Materials. By entering the Challenge, entrants grant Sponsor a non-exclusive, perpetual, royalty-free and worldwide license to use their Entry Materials in connection with the Challenge and the promotion of the Challenge and Sponsor. Pursuant to the license granted herein, entrants agree that Sponsor shall have the right to use (including, without limitation, to edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use) Entry

Materials, without compensation, to promote, advertise and market the Challenge and Sponsor.

Entrants and entries that fail to comply with any of the provisions of these Official Rules will be disqualified.

Teams

Individuals and teams may submit more than one entry into the challenge. Individuals may participate on more than one team. Members of a team may also submit as an individual. There is no limit to the number of members on a team.

If a team is comprised of professionals and students, only the student team members shall be eligible for the cash prize (award of excellence). Team entries constitute a single entry to the Challenge. As such, teams comprised of multiple students are eligible for a single prize regardless of the number of students on a team.

Award/Value/Odds:

There are two categories of Awards; Professional awards and Student awards. Multiple winners will be selected for each category. In addition, three (3) student awards of excellence will be provided. Each Student award of excellence will consist of a \$500 cash prize. Each award winner also will be recognized on Sponsor's website (and, at Sponsor's discretion, at the 2020 ASLA Annual Meeting).

Payment of each award will be made as follows: \$500 will be paid to each award winner in December 2019 via check or money order.

The odds of winning will depend on the total number of eligible entries received.

Award Conditions; Grant of Publicity Rights:

Winner may not substitute or transfer the award offered or any portion thereof, however, Sponsor reserves the right to substitute the award with an award of equal or greater value. Sponsor contemplates delivering award payments by mail, but reserves the right to delivery by other means.

No more than the stated number of awards will be provided. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of awards as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to provide only the stated number of awards by a random drawing among all legitimate, yet-to-be-provided, eligible claims.

All expenses relating to acceptance and use of award that are not explicitly listed herein as being provided are the sole responsibility of the winner. Awards will be provided "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

WINNERS ACKNOWLEDGE THAT AWARDS ARE PROVIDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON INFRINGEMENT AS REGARDS TO ANY AWARD OR ANY COMPONENT THEREOF. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES.

Releasees are not responsible for loss of any portion of the award after it has been claimed.

By entering the Challenge, entrants grant Sponsor the irrevocable, perpetual, royalty-free and worldwide and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance (including videos and photographs of the winners and their guests) and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration, without notice to entrant, without attribution, and without entrant's consent, review, or approval, where permitted by law.

Winner Selection:

Potential award winners and challenge winners will be selected during the month of October 2019 from among all eligible entries by a judging panel made up of at least three (3) landscape architecture professionals and (3) educators from various grade levels. Entries will be judged on the basis of:

- Creativity, Clarity, Completeness, Age appropriateness, Feasibility, Innovation, Thoughtfulness, Field-relation.
- Written entry should be clear, professional, and the writing should be free of grammatical errors and conform with standard conventions.
- Entry Materials should be presented in a compelling manner, should be easy to understand and should create a feeling of connection to Landscape Architecture.

The decisions of the judging panel and Sponsor will be final.

ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY AWARD, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

Winner Notification:

On or about November 1, 2019, the potential winners will be notified via telephone or email (based upon information provided with the Entry Materials). Potential winners may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release and (except where prohibited by law) Publicity Release, (collectively the "Release Documents") within seven (7) days of award notification. In the event of noncompliance within the stated response times, potential winner may be disqualified and award may be forfeited and an alternate winner selected as set forth below. Any award notification or award returned to Sponsor or its agents as undeliverable may result in disqualification and the awarding of that award to an alternate winner as set forth below. If a potential winner cannot be reached, does not complete, sign and return the Release Documents by the designated time, fails to respond to any communications from Sponsor within seven (7) days, or is for any other reason deemed to be disqualified or ineligible, then that potential winner may forfeit the award and another potential winner may be selected from among all eligible entries received.

By entering the Challenge or the acceptance or use of any award, entrants hereby waive and release, and agree to indemnify, defend and hold harmless, the Releasees, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Challenge or resulting directly or indirectly, from acceptance, possession, use, or misuse of any award provided in connection with the Challenge, including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing. If, for any reason, the entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Challenge entry, if it is possible. If the Challenge, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may distribute awards by an alternative judging process or random drawing based on all eligible entries received up to the date of discontinuance.

General Terms & Conditions:

Persons who tamper with or abuse any aspect of the Challenge, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, as solely determined by Sponsor, may be disqualified. Releasees are not responsible for any incorrect or inaccurate information whether caused by Internet users, tampering, hacking, or by any of the programming or equipment associated with or used in this Challenge, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized access. Releasees are not responsible for injury or damage to participants' or any other person's computer or property related to or resulting from participating in this Challenge. Should any portion of the Challenge be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of Sponsor, corrupt or impair administration, security, fairness or proper play of this Challenge, or submission of entries, Sponsor

reserves the right, in its sole discretion, to suspend, modify, or terminate the Challenge, and distribute awards by an alternative judging process or random drawing based on valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by Sponsor. Any attempt by any person to undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

As a condition of entering this Challenge, each entrant agrees that: (1) under no circumstances will the entrant be entitled or permitted to obtain awards for, and entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims, causes of action, and liability arising out of or connected in any way with this Challenge shall be resolved individually, without resort to any form of class action, and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Challenge, but in no event shall attorney's fees be recoverable by any party.

This Challenge is subject to all federal, state and local laws and regulations. Taxes, if any, are solely the responsibility of the winners. By entering this Contest, entrants agree to be bound by these Official Rules, including all entry requirements.

This Contest is void where prohibited or restricted.