



2019 WORKPLACE OF THE FUTURE DESIGN COMPETITION

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID WITHIN THE NEW YORK, NEW JERSEY, AND PENNSYLVANIA TERRITORIES IN THE UNITED STATES. YOU MUST BE A LEGAL RESIDENT OF THE UNITED STATES, 18 YEARS OF AGE OR OLDER, AND ATTENDING AN ACCREDITED SCHOOL MAJORING IN THE FIELD OF ARCHITECTURE OR INTERIOR DESIGN. ENTRY INTO THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The 2019 "Workplace of the Future" Design Competition (the "**Contest**") is designed to encourage eligible U.S. architecture or interior design graduate and undergraduate students ("**Entrant(s)**" or "**You**") within the New York, New Jersey, and Pennsylvania area to use their creativity and innovative ideas to create their own interpretation of the "Workplace of the Future" ("**Design**"). Prizes will be awarded in accordance with these Official Contest Rules (these "**Rules**").

- BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and ModernfoldStyles, Inc. ("**ModernfoldStyles**" or "**Sponsor**") with respect to the Contest.
- ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence); and (b) be enrolled in an accredited private or public college or university with a major in the field of Architecture or Interior Design within the New York, New Jersey, and the Pennsylvania territories in the United States. **Entrants must also still be attending school in the Fall Semester of 2019.** Contest is void where prohibited by law. Employees, interns, contractors, and official office-holders of ModernfoldStyles, and its parent company, subsidiaries, manufacturers, contest judging panel, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("**Contest Entities**"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.
- SPONSORS:** The Contest is sponsored by ModernfoldStyles, Inc. ("**ModernfoldStyles**" or "**Sponsor**"), a New Jersey corporation with principal place of business at 15 Empire Boulevard, South Hackensack, NJ 07606 USA, along with the following manufacturers ("**Sponsors**"):

Modernfold, Inc., 215 West New Road, Greenfield, IN 46140



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Skyfold, Inc., 325 Lee Avenue, Montréal, Québec, CANADA H9X 3S3

Carnegie Fabrics, 41 W 25th Street, New York, NY 10010

Renlita Custom Opening Solutions, 200 East 1st Street, Bonham, TX 75418

Smoke Guard, Inc., 287 N. Maple Grove, Boise, ID 83704

PK-30 System, 3607 Atwood Road, Stone Ridge, NY 12484

Certainteed, 20 Moores Road, Malvern, PA 19355

4. **CONTEST PERIOD:** The Contest begins on **January 2, 2019** 12:00 am Eastern Time (ET) Zone in the United States and ends on **April 5, 2019**, 11:59 pm Eastern Time (ET) Zone ("**Contest Period**"). All dates are subject to change.
5. **HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the website located at <https://www.modernfoldstyles.com/2019-future-workplace-design/> ("**Contest Site**") during the Contest Period and follow the instructions that appear on the page. You will be requested to complete the official online entry form ("**Entry Form**") and receive a confirmation email as an official Contest Entrant.

Each Entrant is allowed only one submission. Group submissions will not be allowed and automatically disqualified. All intellectual property and industrial property rights in any entries that belonged to the Entrants will remain with the Entrants, but the submissions will otherwise become the property of ModernfoldStyles, and will not be returned after the Contest.

Entries submitted without a Design will automatically be disqualified with no exceptions. PowerPoint presentations, white papers, or other documents submitted as Designs will not be accepted. Entries received without a completed Entry Form will be disqualified.

LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Sponsor); (ii) received by April 5, 2019 11:59 pm Eastern Time (ET); and (iii) in English. Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified.

ModernfoldStyles accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.

6. **CONTEST REQUIREMENTS.** The Designs and supporting statements must meet the following criteria ("**Contest Requirements**"):
 - a. The Entrant must download the [Office Space floor plan](#) (PDF) that illustrates the non-negotiable, fixed parameters that must be reflected in the Design:
 - Approximately 15,000 sq. ft
 - 12' finished ceiling height



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- Non-negotiable, fixed parameters such as elevators, stairwells, emergency exits, beams, and restrooms
 - Conform to New York City building codes
 - *Who are you designing for?* Law firm made up of roughly 80 employees: 5 Partners, CFO + 4 finance support team, CIO + 4 IT support, CMO + 4 marketing / PR staff, COO + 4 operations team members, 10 Counsels, 10 Lawyers, 10 Paralegals, 7 Corporate Associates, 7 Associates, 3 Human Resources staff, 6 administrative support, and 2 receptionists
- b. Each entry must include a Design caption, floor plan and 7-10 images of the Design in PDF or JPG format (6 MB total maximum file size). Maximum of 3 images per page with a brief description of each image. The submitted Design is two- or three-dimensional drawings/renderings and sent digitally (online/email). Page dimensions should be no larger than 11" x 17." **No brand logos, school affiliations, and personally identifiable information are allowed on Entry submissions.**
- c. A supporting statement will also be required to articulate your vision and interpretation of your Design that represents the "Workplace of the Future." Acceptable supporting statement formats:
- Written:** Maximum word count is 500 (1 page), OR
- Video:** You also have the option of submitting a video to support your Design (limited to one video per entry). **Maximum length: two minutes.** First, upload your video to YouTube or Vimeo. Provide the link to the video with your Design. Designs and supporting statements will be made available for public voting on the Contest Site and social media channels selected by the Sponsor. Therefore video settings must be set to "Public" view. We cannot accept any video files by email. Video is optional and will not factor in the judging for the major prizes.
- d. They must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- e. They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Contest and supporting statement are created.
- f. They must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- g. They must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.



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- h. They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- i. The Design is not the subject of any actual or threatened litigation or claim.
- j. The Entrant does not include any disparaging remarks relating to the Sponsor, other Sponsors, Judging Panel or any third party.

During the Contest Period, the Sponsor, its agents and/or the Judging Panel will be evaluating the Design and supporting statements to ensure that they meet the Contest Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a Design and supporting statement that does not meet the Contest Requirements and Judging Criteria. Incomplete entries or entries not complying with these Rules are subject to disqualification.

7. **JUDGING:** The judging will be comprised of two components: (i) public voting on the Contest Site and social media platform(s) of the Sponsor's choosing; and (ii) the Judging Panel.

Public Voting: First, the public will vote on the Designs. Online public voting **begins on April 6, 2019 12:00 am ET and ends on April 21, 2019 11:59 ET**. Dates may be subject to change at the sole discretion of the Sponsor. All approved submissions will be displayed on the Contest Site providing the general public the opportunity to cast **one vote per Entrant**. The order of Designs laid out on the Contest Site will be determined by the highest to the lowest amount of votes, and subject to change dynamically based on live voting. Entrants can promote their submission on social media using the hashtag **#futureworkplacedesign** but will not be considered and tabulated as a vote.

Public voting on Sponsor-approved social media platforms **must use the assigned Contest hashtag #futureworkplacedesign, a link to the Contest Site, and state what design they are voting for to be considered a valid vote.**

Twitter, Instagram, Pinterest, and Google+ are acceptable social media platforms. Social media platforms may be subject to change at the sole discretion of the Sponsor. Voting or posts on social media platforms like Facebook pages, group, community, or fan pages will not qualify as approved social media platforms and will not be considered a valid vote.

Judging Panel: At the end of the public voting period, the Judging Panel (principals and design directors of NYC architectural firms) will select the 3 Finalists from the Top 10 with the highest amount of votes on the Contest Site and tabulation on social media platform(s) of the Sponsor's choosing. **The Judging Panel reserves the right to select potential Finalists that may not be in the Top 10 receiving the most popular votes if they deem the Design does not comply with the Contest Requirements or Judging Criteria.** If a potential finalist is disqualified for any reason, the Design that received the next highest total score will be chosen as the potential finalist or at the discretion of the Judging Panel.



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The 3 Finalists chosen must agree to attend and present their Design at ModernfoldStyles' Customer Appreciation Event ("**Event**") on Thursday, May 2, 2019 at ModernfoldStyles Showroom + Acoustic Design Lab located at 15 Empire Boulevard, South Hackensack, NJ 07606. Each Finalist will have a maximum of 5 minutes. The Judging Panel will make their final decision and award a Winner and 2 Finalists at the Event.

Sponsors are not responsible for any expenses incurred by Entrants in connection with participation in the Contest including attending the Event. In the event a potential finalist/winner is unable to attend, he or she will be notified by telephone and/or email, at the Sponsor's discretion. Except where prohibited by law, each potential finalist/winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by the Sponsor. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding.

Notification of Winner and Finalists: Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules.

8. **JUDGING CRITERIA:** Each Design will be evaluated and scored based on the following "Criteria": (i) innovation; (ii) artistic and creative skill - considering the representation of the Contest theme "Workplace of the Future", as well as the unique and novel approach to the Design; (iii) although there is no budget constraint, it must be architecturally feasible (iv) communication of the Contest theme in both the Design and supporting statement - how well the Entrant defines their vision of the "Workplace of the Future" in the supporting statement and Design; (v) application of the non-negotiable, fixed design parameters; and (vi) adherence to the Contest Requirements and these Rules. Additionally, it must:
- Convey a deep understanding of the needs of a future workplace environment taking into consideration a recent article published in the [Architectural Record](#) and a [Harvard Business study](#) on the impact of the open floor plan and human collaboration
 - Support a business culture of innovation, collaboration, and creativity while still incorporating practical spaces
 - Create an optimal office environment that addresses different worker typologies
 - Promote a productive workspace environment while integrating balance and wellness into the Design
 - Communicate the Contest theme concisely in both Design and supporting statement

Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept his or her prize, then the Sponsor and Judging Panel reserves the right to award the prize to another Entrant.



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9. **PRIZES*:** The Winner will receive a \$3,750 college scholarship to be used at his or her affiliated school; a summer internship with [TPG Architecture](#), "Workplace of the Future" design award, and other sponsorship prizes at the discretion of the Sponsor.

The second (2nd) place Finalist will receive a \$2,000 college scholarship and the third (3rd) place Finalist will receive a \$1,000 college scholarship to be used at his or her affiliated school. Both Finalists will also receive a Certificate of Achievement, and other sponsorship prizes at the discretion of the Sponsor.

** Entrants must still be attending school in the Fall Semester of 2019.*

The scholarship checks made out to the institution will be mailed out to the finalists, which will be verified and distributed through Scholarship America®. Other prize distribution will be provided to the three (3) Finalists at the time of the Event. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. The three (3) Finalists shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by their school. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. The summer internship, paid or otherwise, is at the sole discretion of the architecture and interior design firm, and shall not be construed as an offer or contract of employment with the architectural or interior design firm.

10. **TAXES:** All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the Winners. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
11. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. ModernfoldStyles reserves the right to disqualify any Entrant from the Contest if, in ModernfoldStyles's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, ModernfoldStyles and its Sponsors, or the Judges.
12. **INTELLECTUAL PROPERTY RIGHTS:** As between ModernfoldStyles and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Designs. As a condition of entry, Entrant grants ModernfoldStyles a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Designs for any purpose, including display on the ModernfoldStyles website and its social media channels, without any attribution or compensation to Entrant. Entries will not be returned. ModernfoldStyles



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retains all rights in the ModernfoldStyles products and services and entry into this Contest will in no case serve to transfer any ModernfoldStyles intellectual property rights to the Entrant.

13. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by ModernfoldStyles and its affiliates for the purposes of conducting and administering the Contest, and for marketing purposes. Individuals submitting personal information in connection with the Contest have the right to request access, review, rectification or deletion of any personal data held by ModernfoldStyles in connection with the Contest by writing to ModernfoldStyles at the following address: Marketing Department, c/o ModernfoldStyles, Inc., 15 Empire Boulevard, South Hackensack, NJ 07606.
14. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by ModernfoldStyles at ModernfoldStyles's expense and agree and consent to use of their name and/or likeness by ModernfoldStyles. ModernfoldStyles will contact Entrants in advance of any ModernfoldStyles-sponsored media request for interviews.

The Designs may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Designs. ModernfoldStyles reserves the right to publish the name and likeness of the Entrants with the top scores, the Finalists and the Winner on the Contest Site or through other media for publicity purposes.

15. **WARRANTY AND INDEMNITY:** Entrants warrant that their Designs are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Designs and that they have the right to submit the Designs in the Contest and grant all required licenses. Each Entrant agrees not to submit any Designs that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any Designs or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii)



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any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

16. **ELIMINATION:** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.
17. **INTERNET AND DISCLAIMER:** ModernfoldStyles is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Designs or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. ModernfoldStyles is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.
18. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, ModernfoldStyles reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. ModernfoldStyles further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of



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criminal and civil laws and should such an attempt be made, ModernfoldStyles reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

19. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of a Design into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either ModernfoldStyles, Sponsors or the Contest Entities. Entrants acknowledge that they submitted their Designs voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and ModernfoldStyles, Sponsors or the Contest Entities and that no such relationship is established by Entrant's submission of a Design under these Rules.
20. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of New Jersey, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.
21. **ARBITRATION:** By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and ModernfoldStyles of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for binding arbitration under its rules then in effect in Hackensack, New Jersey, USA, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
22. **WINNER'S LIST:** You may request a list of winners after May 5, 2019 by sending a self-addressed stamped envelope to:

Workplace of the Future Design Competition
ModernfoldStyles, Inc.
Marketing Department
15 Empire Boulevard
South Hackensack, NJ 07606 USA

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