

CARNEGIE MUSEUM OF ART RUNWAY ARTIST CONTEST

OFFICIAL RULES

1. ELIGIBILITY: The CARNEGIE MUSEUM OF ART RUNWAY ARTIST CONTEST (“Runway Artist Contest” or “Contest”) is open to persons who are eighteen (18) years of age or older at the time of their entry. Employees of Sponsor, as well as the immediate family of Sponsor’s employees (spouse, parents, siblings and children) are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law. **Entry in the Contest constitutes the Participant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest.** Winning any of the prizes is contingent upon fulfilling all requirements set forth herein.

2. SPONSOR: Carnegie Museum of Art, a component of Carnegie Institute (“CMOA” or “Sponsor”), 4400 Forbes Avenue, Pittsburgh, PA 15213.

3. DESCRIPTION OF THE CONTEST: CMOA is inviting individual artists or teams of artists to design and fabricate wearable fashion (“Wearable Fashion”) for a runway experience on Friday, March 24, 2017, at the Ace Hotel in East Liberty, to celebrate the *Iris van Herpen: Transforming Fashion* exhibition that opens at CMOA on February 4, 2017 (hereinafter “Runway Event”).

4. HOW TO ENTER: Participants may enter individually or in teams of up to two (2) people (each a “Participant” and collectively “Participants”). To enter, Participants must submit the following (collectively referred to as “Submission”):

- a Cover Letter that includes the name, telephone number and email address of the Participant (including each member of the team, if applicable), a description of the Participant’s interest in being selected for the Runway Event and how Participant’s prior work proves an ability to work with technology and materials in unique ways (“Prior Work”). If the Participant is a team, the cover Letter should also identify the team’s primary contact and a phone number and email address where such person on the team may be contacted.
- a Resume of the individual Participant or of each team member, if applicable.
- The Websites of the individual Participant or of each team member, if applicable.
- Samples of Prior Work. Participants, including each team member, if applicable, should submit a link to a Dropbox folder containing up to 20 images of Prior Work that reflects the Participants’ best work. Each work sample submitted should include the title of the work, the medium, and the date of completion.

Only one (1) Submission will be permitted per Participant. All Submissions should be sent via e-mail by 5:00 PM EST on Friday February 3, 2017, to Laura McDermit at zorchl@cmoa.org. The subject line of the email should read "CMOA Runway Artist". An e-mail confirming the Submission will be sent following its receipt.

5. ADDITIONAL RULES RELATING TO THE SUBMISSION. Participant hereby grants to Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right and license to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish or otherwise make use of the Submission, including all parts thereof, in any and all media, whether now known or hereafter created, throughout the world and for any purpose. Participant hereby represents and warrants that the Submission does not infringe on any patent, trademark, copyright or other right of any third party, and that Participant has the right to grant any and all rights and licenses granted herein, including, but not limited to, all necessary rights under copyright, free and clear of any claims or encumbrances.

6. SELECTION OF THE POTENTIAL AND GRAND PRIZE WINNER(S). The potential prize winner(s) and grand prize winner(s) will be selected in the following manner;

- A committee of curators ("Judges") from CMOA will review the Submissions and select the potential prize winner(s) ("Potential Prize Winner(s)") based on the originality, creativity, quality and style of the Submission and whether the Submission reflects and is indicative of the fashion designs of Iris van Herpen. Phone and/or in-person interviews may be scheduled to assist the Judges in choosing the Potential Prize Winner(s) if the Judges believe it is necessary is their sole discretion.
- The Judges will select up to ten (10) Potential Prize Winners, depending on the number of Submissions and the number that satisfy the criteria described above.
- Participants will be notified by e-mail on or about February 10, 2017 whether their Submission has been selected as a Potential Prize Winner. Potential Prize Winner(s) will be notified in that same e-mail that to be eligible for the Grand Prize detailed below, they will need to submit an e-mail to Laura McDermit at lzorch@cmoa.org on or before February 24, 2017 with a link to a Dropbox folder containing two (2) renderings of Participant's proposed Wearable Fashion ("Wearable Fashion Renderings"). Participants who submit such Wearable Fashion Renderings will be provided with a \$100 stipend to help defray any costs associated with the development of such Wearable Fashion Renderings ("Stipend").
- Applying the criteria described above, the Judges will review the Wearable Fashion Renderings submitted by the Potential Prize Winner(s), will select up to ten (10) Grand Prize Winners and will advise the Potential Prize

Winner(s) via e-mail on or about March 1, 2017 whether or not they have been selected as Grand Prize Winner(s).

7. DESCRIPTION OF THE GRAND PRIZE /REQUIREMENTS OF GRAND PRIZE WINNER(S). The Grand Prize Winner(s) shall be awarded an honorarium totaling \$850 (including the \$100 Stipend described above) and one (1) membership for one-month to TechShop for the Grand Prize Winner(s) to use to complete their designs, whether the Grand Prize Winner(s) is a individual or team. Additionally, the Wearable Fashions of the Grand Prize Winner(s) will be exhibited at the Runway Event that takes place from approximately 8:00 PM to 10:00 PM on March 24, 2017, at the Ace Hotel in East Liberty. Grand Prize Winner(s) will be responsible for the cost of supplies and any associated costs needed to fabricate their Wearable Fashions for the Runway Event and must must be present to prepare their Wearable Fashions for the Runway Event by 5:00 PM on March 24, 2017 (the date of the Runway Event) at the Ace Hotel. Models will be assigned by CMOA to each Grand Prize Winner(s) to showcase their Wearable Fashions so their Wearable Fashions must be able to be worn for the entire evening.

8. GENERAL STIPEND AND GRAND PRIZE WINNER(S) CONDITIONS. The Sponsor's decisions as to the administration and operation of the Contest and the selection/verification of the Potential Prize Winner(s) and the Grand Prize Winner(s) is final and binding. The Potential Prize Winner(s) and Grand Prize Winner(s) will be subject to Sponsor's verification that they have met all of the eligibility and other requirements to participate in the Contest. If it is determined that any Potential Prize Winner(s) were not eligible to participate or failed to meet the other requirements, the Potential Prize Winner(s) will not receive the Stipend of \$100 and will forfeit that Stipend if it was already paid by Sponsor. If it is determined that the Grand Prize Winner(s) have not met all the eligibility and other requirements for the Contest, the Grand Prize Winner(s) agrees to forfeit the Grand Prize. The Potential Prize Winner(s) and Grand Prize Winner(s) must execute an Affidavit of Eligibility, an IRS W9 form, a Publicity Release and a Liability Release (collectively, "Prize Claim Documents) in order to receive the Stipend and/or the Grand Prize.

9. RELEASE. By participating in the Runway Artist Contest or receiving a Stipend or the Grand Prize, each Participant releases and holds harmless the Sponsor, its officers, directors, employees and agents (collectively, the "Released Parties") from and against any liability, claims, loss, injuries, damage, or causes of action of any kind which may occur or be sustained directly or indirectly out of or relating to participation in the Contest or receipt, acceptance, possession, use, or misuse of any prize, whether caused in whole or in part by the negligence of the Released Parties. The Released Parties are not responsible if the Contest or Runway Event cannot occur or if the Stipend or Grand Prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

10. PUBLICITY. Except where prohibited, participation in the Contest constitutes

Potential and Grand Prize Winner(s) consent to Sponsor and its agents' to use the name of the Potential and Grand Prize Winner(s), their likenesses, photograph or voice for promotional or commercial purposes in any media, worldwide, without further payment or consideration.

11. GENERAL CONDITIONS. By entering the Contest, Participant affirms that Participant has read, understands and has accepted these Official Rules. Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of it, if Sponsor determines, in its sole discretion, that the integrity, administration, or fairness of the Contest has been impaired or corrupted for whatever reason. Sponsor reserves the right in its sole discretion to disqualify any Participant found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. Any attempt by any Participant to deliberately undermine the legitimate operation of the Contest 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 Participant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision or any other provision herein.

12. LIMITATION OF LIABILITY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the submission process for the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; (4) any losses or damages to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of the prizes; or (5) any lost, late, stolen, ineligible, undelivered, delayed or misdirected Submissions of any kind.

13. DISPUTES. Except where prohibited, Participant agrees that: (1) Any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and Jurisdiction and venue over any such disputes, claims and causes of action shall exist exclusively in the state courts located in Allegheny County, Pennsylvania, and shall be subject to the laws of the Commonwealth of Pennsylvania without regard to choice of law principles; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs associated with participating in the Contest, but in no event shall include any other costs or attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses.

14. PARTICIPANT'S PERSONAL INFORMATION. Information collected from each Participant is subject to the Sponsor's Privacy Policy, which is available at:

<http://www.carnegiemuseums.org/interior.php?pageID=100>