

Summary

FACE MASK INNOVATION CHALLENGE opens Monday 05/11/20 at 6:00 AM (EST) and closes Tuesday June 6/30/20 at 11:59 PM (EST).

- Open to anyone over the age of 18.
- Focuses on face masks for non-medical use. Shopping, travel, exercise, commuting, social or public gatherings.
- 5 Finalists, selected by By Design expert Judging Panel.
- 1 Winner, selected by By Design expert Judging Panel.

Entrants apply online at <https://newyorkbydesign.com/>. Entrants make and submit a video (not to exceed 60 seconds) of an innovative face mask they have designed and have the proprietary rights to, provide a written description (not to exceed 500 words) of their design and upload up to 4 sketches, drawings, or renderings.

The winning designer will have the opportunity to work with design consultancy Akin Inc.'s design team and state of the art manufacturing and sourcing partners to bring their design through full prototyping and commercialization to a ready-for-manufacture product. The winner will also receive a featured segment on the New York By Design television series.

The 5 finalists will have their designs professionally reviewed by Akin's manufacturing team. Additionally, the finalists and winner will be featured on By Design social media platforms and websites.

By Design and Akin Inc. claim no ownership rights of your design or IP.

1. General

1a. The Face Mask Innovation Challenge henceforth referred to as the 'CHALLENGE', is a skill and merit based contest run by **MWC Productions US Inc.** There is absolutely no purchase necessary or allowed for entry into the CHALLENGE. There is absolutely no purchase necessary or allowed in order to be a finalist or the winner of the CHALLENGE.

1b. Information on how to enter forms part of these Terms and Conditions. Entry into this CHALLENGE deems acceptance of these Terms and Conditions. Participation constitutes entrant's full and unconditional agreement to these Terms and Conditions and the PROMOTER's (**MWC Productions US Inc.**) decisions, which are final and binding in all matters related to the CHALLENGE. Winning the award is contingent upon fulfilling all requirements set forth herein.

1c. To the extent of any inconsistency between these Terms and Conditions and any other reference to this CHALLENGE, these Terms and Conditions prevail.

1d. **MWC Productions US Inc.** is henceforth referred to as “PROMOTER.” Address: 561 Broadway, Suite 6B New York NY 10012.

2. Design Guidelines

2a. The CHALLENGE focuses on face masks for non-medical use. The CHALLENGE asks entrants to design innovative face masks for daily, recreational and non-medical life such as going to the grocery store, commuting to the office, various forms of travel, going to the gym, outdoor exercise or physical activity or attending events that involve public gatherings, etc.

3. Eligibility

3a. Entry is open to anyone over the age of 18, as of the start date of the CHALLENGE, who has fulfilled the requirements set forth below.

3b. Employees, and their immediate families, of the PROMOTER, associated agencies and companies, contractors or individuals are not eligible to enter this challenge. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.

4. How to Enter

4a. Eligible entrants may enter this CHALLENGE during the Promotional Period (defined below in Section 6 **When to Enter**). Entrants must fill out the submission form on the submission page on the website, which includes:

- a. Contact information: Your name, email address, and phone number.
- b. Make and submit a short video (60 seconds or less) that includes the following:
 - The features and benefits of your design.
 - Physical mock up / representation of your design.
 - Description of materials and fabrication method(s).
- c. Upload up to 4 sketches, drawings or renderings of your design.
- d. In 500 words or less, written description of your innovation.

4b. By entering the CHALLENGE you agree to the Terms and Conditions. Multiple entries are permitted provided they comply with the Terms and Conditions.

4c. Each entry must be unique and received by the PROMOTER prior to the CHALLENGE close date and time.

4d. There is no limitation on the number of entries you can make. However, you may only have one (1) entry as a top finalist or award winner. Meaning only one finalist position is available to each entrant regardless of his or her number of entries.

4e. By submitting an Entry, you represent and warrant that your entry:

- Is your own original work;
- Does not contain material or images that are, in the PROMOTER's sole judgment, offensive, defamatory, racist, sexist or otherwise objectionable, obscene, inappropriate for a general audience that may include minors, or defamatory;
- Does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- Does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- Does not feature the likeness of a private individual without that individual's explicit written permission for its use;
- Does not and will not violate any applicable law, statute, ordinance, rule or regulation; and,
- Does not trigger any reporting or royalty obligation to any third party.

4f. You further represent and warrant that the rights that you are granting under these Terms and Conditions do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

4g. By submitting an entry into the CHALLENGE entrants consent to receive promotional and other marketing and business development messages from the PROMOTER (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the PROMOTER.

4h. The PROMOTER has the right to contact any entrants in relation to their innovation submission. The PROMOTER may choose to offer professional assessment of the innovation or suggest a business relationship.

5. The Innovation

5a. The face mask design must be unique and developed by the entrant. If the design has been developed by more than one person this must be declared in the video and within your submission. The entrant becomes the primary contact for the design.

6. When to enter

6a. The CHALLENGE commences on Monday 05/11/20 at 6:00 AM (EST) and closes Tuesday 06/30/20 at 11:59 PM (EST), ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location, New York, USA. Entries must be received by the PROMOTER prior to the CHALLENGE close date and time.

7. Judging Period

7a. Judges are members of the expert Judging Panel (henceforth referred to as 'JUDGING PANEL') on PROMOTER's By Design TV Series, including, but not limited to, California By Design and New York By Design.

7b. All Entries will be judged based on the following criteria, at the sole discretion of PROMOTER and JUDGING PANEL: Ingenuity, creativity, functionality, wearability and potential viability and adherence to the Design Guidelines of the CHALLENGE.

7c. The Judging Period for the five (5) Finalists will begin at 6:00AM EST on Wednesday July 1st, 2020 and end at 11:59 PM EST on Friday July 10th, 2020.

7d. The Finalists will be announced on Monday July 13th, 2020 on PROMOTER's websites and social media platforms, including but not limited to, New York By Design TV and California By Design TV Instagram and Facebook pages, and By Design TV LinkedIn.

7e. The JUDGING PANEL will select one (1) Winner from the five Finalists.

7f. The Judging Period for the winner will begin at 6:00AM EST on Tuesday July 14th, 2020 and end at 11:59 PM EST on Friday, July 24th, 2020.

7g. The finalists and winner will be notified via email prior to the public announcements.

7h. The winner will be announced on Monday July 27th, 2020 on PROMOTER's websites and social media platforms, including but not limited to New York By Design TV and California By Design TV Instagram and Facebook pages, and By Design TV LinkedIn.

7i. The finalists and winner WILL NOT make any personal announcement of winning the CHALLENGE prior to the public official announcement from the PROMOTER. Doing so may result in disqualification from the CHALLENGE and forfeiting of the award.

7j. The judges' decision in relation to any aspect of the CHALLENGE is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The CHALLENGE award is subject to availability, not transferable or exchangeable.

8. Finalists

8a. Finalists will be announced on Monday July 13th, 2020 on the Promoter's websites and social media pages. Finalists video entries will be shared / displayed at the discretion of and pursuant terms to be determined by PROMOTER.

9. Winner

9a. All potential winners are subject to verification by PROMOTER whose decisions are final and binding in all matters related to the CHALLENGE. Failure to respond to the Email Notification of winning within 36 hours, or failure to fully comply with these Terms and Conditions may result in disqualification, at the sole discretion of the PROMOTER. In the event of disqualification of any potential winner, the award will be forfeited by that potential winner and the JUDGING PANEL will select a new potential winner from among the finalists. PROMOTER is not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of PROMOTER. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Terms and Conditions PROMOTER may award the applicable award to an alternate winner.

9b. At time of winner notification, Promoter may require further information from the winner including but not limited to, full name, contact information, and company and website, if applicable.

9c. The PROMOTER reserves the right to request the CHALLENGE winner signs a winner's deed of release or any other relevant forms or agreements that the PROMOTER deems necessary, to provide proof of identity, proof of age, proof of residency. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the PROMOTER.

9d. The PROMOTER reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

10. OWNERSHIP OF ENTRIES

10a. The PROMOTER and its affiliated parties or partners do not claim any ownership rights of your design or intellectual property. By participating in the CHALLENGE you agree to be bound by these Terms and Conditions and grant the PROMOTER a

non-exclusive, royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels in perpetuity.

10b. By submitting an Entry, you consent to the use, by PROMOTER, its affiliates, subsidiaries, parents, partners and licensees, of your name, likeness, voice, hometown and state and image, in connection with the CHALLENGE and PROMOTER's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

10c. By entering the CHALLENGE, you agree to fulfill any PROMOTER request for a copy of your entry video and any copyright subsisting in your entry video and grant the PROMOTER a non-exclusive, royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your entry video, including without limitation the right to distribute all or part of your entry video in any media formats through any media channels in perpetuity.

10d. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if deemed the winner of the CHALLENGE, the award will be withdrawn. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the PROMOTER reserves the right to take legal action against anyone found to have breached this term. The PROMOTER reserves the right in its sole discretion to disqualify any individual who the PROMOTER has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. The PROMOTER's legal rights to recover damages or other compensation are reserved.

11. AWARD

11a. The Finalists' entries will be featured and tagged on PROMOTER and its associated affiliates or partners social media platforms. Finalists may also appear on the PROMOTERS's websites.

11b. The winner's entry will be shared on PROMOTER's and its associated affiliates or partners websites and featured and tagged on PROMOTER's social media platforms.

11c. The winner will receive a featured segment on New York By Design TV series. Details regarding segment logistics and content will be determined by PROMOTER and provided to the winner within 3 months of the winner announcement. PROMOTER may require the winner to sign additional documents regarding the featured segment.

11d. The winning designer will be granted the opportunity to work with Akin's design team and state of the art manufacturing and sourcing partners to bring their design through full prototyping and commercialization to a ready-for-manufacture product. Additional information and details will be provided to the winner at the time of the winner announcement. PROMOTER and/or Akin Inc. may require the winner to sign additional documents outlining arrangements.

11e. No cash in lieu of the award. No substitution of the award is permitted except by PROMOTER. The award is not assignable or transferable. Limit one award per person. If a winner cannot participate for any reason, the winner will forfeit the award and PROMOTER may, at its option and in its sole discretion, select an alternate winner or the award may not be awarded. All of the award elements are subject to change and shall be determined by PROMOTER in its sole discretion.

11f. There is no Approximate Retail Value (ARV) for the award.

11g. By participating in the CHALLENGE the winner agrees to participate and cooperate as required in all editorial activities relating to the CHALLENGE, including but not limited to being interviewed and photographed. The winner agrees to granting the PROMOTER a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.

11h. If the award is unavailable, for whatever reason, the PROMOTER reserves the right to substitute the award for a featured segment on another 'By Design' TV series, online asset or social media platform. The award must be taken as stated.

12. PROMOTER Release

12a. By entering, each participant agrees to:

(a) As previously stated, comply with and be bound by these Terms and Conditions and the decisions of the PROMOTER and/or the JUDGING PANEL which are binding and final in all matters relating to the CHALLENGE

(b) Release and hold harmless the PROMOTER, and its respective parent, subsidiary, and affiliated companies, partners and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the CHALLENGE, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory),

defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the CHALLENGE, acceptance or use or misuse of the award (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and

(c) indemnify, defend and hold harmless the PROMOTER from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to a participant's participation in the CHALLENGE and/or entrants acceptance, use or misuse of the award.

13. Additional

13a. The PROMOTER reserves the right to amend these Terms and Conditions if this CHALLENGE cannot be run as originally planned. The PROMOTER may also cancel or suspend this CHALLENGE if an event beyond the control of the PROMOTER corrupts or affect the administration security, fairness, integrity or proper conduct of this CHALLENGE. The PROMOTER will disqualify any individual who has tampered with the entry process or any other aspect of this CHALLENGE.

13b. The PROMOTER and their associated agencies, partners and companies will not be liable or responsible for any problems or technical malfunction of any computer online systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network which prevents successful entry to the CHALLENGE.

13c. Any attempt by any person to deliberately undermine the legitimate operation of the CHALLENGE may be a violation of criminal and civil law, and, should such an attempt be made, PROMOTER reserves the right to seek damages from any such person to the fullest extent permitted by law. PROMOTER's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

14. Limitations of Liability

14a. The Released Parties are not responsible for:

(a) Any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the CHALLENGE.

(b) Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software.

(c) Unauthorized human intervention in any part of the entry process or the CHALLENGE.

(d) Technical or human error which may occur in the administration of the CHALLENGE or receipt or use of the award. If for any reason an entrant's entry is confirmed to have been erroneously deleted or otherwise destroyed or corrupted, entrant's sole remedy is to provide another Entry. No more than the stated number of awards will be awarded.

15. Personal Information

15a. The PROMOTER and its related entities and partners may collect entrants' personal information for the purpose of conducting and promoting this CHALLENGE (including but not limited to determining and notifying winners). The PROMOTER may disclose personal information collected to an agent who is engaged for CHALLENGE award fulfilment. (The PROMOTER adheres to CALIFORNIA PRIVACY RIGHTS California Civil Code Section 1798.83). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, **MWC Productions US Inc.** of 561 Broadway, Suite 6B New York NY 10012.