

# 2010 INTERNATIONAL DESIGN COMPETITION REDEFINING DINING

## FULL OFFICIAL RULES

### NO PURCHASE OR PAYMENT REQUIRED

- 1. PURPOSE:** The 2010 theme of our design competition—Redefining Dining!—has been chosen to celebrate the culturally diverse and changing role of the dining experience. Dining is expressive of lifestyle, economics, ethnicity and heritage. It is imbued with meaning and ritual, as well as function. At its most basic, it nourishes the body; at its best it nourishes the spirit. But how we eat, when we eat, what we eat, even where we eat have all changed drastically in the past 100 years. World Kitchen believes that change is the fuel that design innovation thrives on. It inspires us by asking the question, “How can we make this experience better?”

Defined broadly, the entire “Tablescape” is the palette. Designers are invited to address single items or full systems and any artifact that is mass produced except the food itself. The expectation is that this breadth of canvas will inspire designers to apply their research and problem-solving skills, their creativity and empathy and their aesthetic sense, to identifying needs and fresh approaches relevant to today’s lifestyle trends. The hope is that designers will not simply submit decorative bowls, but will consider the experience of consuming food in today’s realities.

World Kitchen seeks to celebrate and explore what is the modern dining experience by sponsoring a design competition (the “Competition”). The goal of the Competition is to spur innovative thinking and problem solving that will demonstrate the role of design as a core value for the Housewares industry.

- 2. SPONSOR:** The Competition is sponsored by World Kitchen LLC, (the “Sponsor”). 5500 N Pearl Street, Suite 400, Rosemont, IL 60018, USA.
- 3. ELIGIBLE ENTRANTS:** The Competition is open to entry (“Entry”) by individuals (“Entrants”) who are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older as of the date of entry. Residents and companies of countries under U.S. embargo, including Cuba, Iran, Libya, North Korea, Sudan, and Syria are not eligible to enter. Employees of the Sponsor, its advertising agencies, its contractors, or other companies associated with the promotion of the Competition, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter. The Competition is subject to United States federal, state, and local laws and regulations and is void where prohibited by law. **NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- 4. AGREEMENT TO OFFICIAL RULES:** Participation in the Competition constitutes each Entrant’s full and unconditional agreement to and acceptance of these Full Official Rules and

the decisions of the Sponsor and the Competition judges, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to disqualify any Entry, at any time, for any violation of the Full Official Rules.

5. **ELIGIBLE ENTRIES:** EACH Entry and Entrant must meet the following general conditions for an Entry to be eligible:
  - a. Entries must conform to the Competition's goals and all other requirements set forth in these Full Official Rules;
  - b. Entries should redefine the user's dining experience with functional and aesthetic innovation that addresses such concerns as ergonomics, lifestyle, culture, thermal and mechanical performance, manufacturing and materials;
  - c. Entries should also reflect the functional and contextual opportunities and constraints of the dining scenario(s) for which they are intended, demonstrating a basis in research;
  - d. Entries may consist of designs that are single artifacts, entire product lines or whole systems;
  - e. Entries consisting of designs of food itself are excluded;
  - f. Entries using designs that have won in other competitions are excluded;
  - g. Entries must be the original work of the entering designer or design team;
  - h. Entries must be submitted by the published deadline and no submission materials will be returned; and
  - i. Entries are void if prohibited by United States' or other state or national law.
6. **ENTRY DEADLINE:** The Competition Entry deadline (the "Entry Deadline") is Wednesday, January 6, 2010, at 11 pm North American Central Standard Time. Entries submitted after the Entry Deadline will not qualify and will not be considered.
7. **ENTRY SUBMISSION FORMAT:** Each Entry will consist of visuals and essay answers to questions about the design concept along with address contact information. The specific requirements are:
  - a. A design for a new product concept whose functional and aesthetic innovation redefine dining, elevating the experience of serving, sharing and consuming food; submitted concepts should reflect the functional and contextual opportunities and constraints of the dining scenario(s) for which they are intended.
  - b. All entries must be submitted online at [www.whatsbubbling.net](http://www.whatsbubbling.net). Please follow all instructions listed on online entry form.

- c. Entries must be in English.
- d. If there are additional team members contributing to a Entry, please follow the instructions on the [www.whatsbubbling.net](http://www.whatsbubbling.net) website to identify additional team members
- e. Visuals of the Entry: Views of the Entry design and charts demonstrating the Entrant's research must be submitted. Visuals must include views from each angle of the product and of the product in use. Other visuals may also include detail close ups, exploded views, and studies of existing dining products user research, the problem this design solves and the anticipated context of use. Captions may be included.
- f. Visual Format Limitation: Entry designs shall be submitted in .jpg format only.
- g. A video is optional and, if submitted, should demonstrate the conceptual framework of the Entry design and its use and must not exceed 3 minutes. If submitting a video, please follow the instructions on the [www.whatsbubbling.net](http://www.whatsbubbling.net) website
- h. Written answers to questions that align with the competition's criteria, not to exceed the number of words specified for each question. These answers must be provided in the spaces allotted on the [www.whatsbubbling.net](http://www.whatsbubbling.net) website
- i. Additional information is optional, and can be submitted in PDF format only using the [www.whatsbubbling.net](http://www.whatsbubbling.net) online entry form
- j. No models will be accepted and neither models nor other entry materials will be returned

**8. ADDITIONAL REQUIREMENTS FOR ENTRIES:** Entries must meet the following requirements and failure to comply with the following requirements will result in disqualification:

- a. An Entry must not contain any copyrighted, patented, or trademarked elements other than elements owned by the relevant Entrant.
- b. All elements that appear in an Entry must be entirely original and be created by the relevant Entrant. Use of any elements that are not original will result in disqualification of an Entry. Notwithstanding the foregoing, Entrants are permitted and encouraged to include citations to other works in their Entries for collateral references that are not elements of the Entry designs.
- c. A submission must not include anywhere in the Entry, **except on the online submission form**, any individual names, names of any entities, or any other information that may identify the relevant Entrant.

- 9. DEFINITION OF THE ENTRY DESIGN:** The Design, along with the visuals of it and Entrant's answers to the questions, will constitute the relevant Entry.
- 10. ENTRY LIMITS:** An Entrant may enter multiple designs but each of his or her Entries must be unique. A change in materials for the same design, without other distinction in user experience, aesthetics, function or innovation, will not be considered unique. Only one of such multiple submissions will be accepted for entry into the Competition, consisting of the design that the Judges consider most appropriate.
- 11. ENTRANT'S REPRESENTATIONS:** By submitting an Entry, each Entrant represents and warrants that (a) the Entry design is original, (b) the Entrant or his/her team is/are the sole creator of the Entry, (c) the Entry does not infringe the intellectual property rights, including, any patent, copyright, trademark, right of publicity or other proprietary rights of any third party, (d) the Entry design has not previously been a winner in any other contest or competition, (e) the Entry design has not been previously published in any medium, (f) the Entry design does not violate any local, state, national or foreign laws and (g) if the Entrant is a professor or University employee the Entrant also represent that the Entrant's participation and eligibility to enter the competition and accept a prize complies with all applicable university policies and that the Entrant has obtained any authorizations required for participation and prize eligibility from university or employer ethics or compliance offices.
- 12. SPONSOR'S RIGHTS TO PROMOTIONAL USE OF ENTRIES:** Each Entrant will retain ownership of his /her Entry and, subject to the provisions of this Paragraph 12 and Paragraph 13, below, all intellectual property rights which may exist in the relevant Entry. Sponsor shall not acquire any title or ownership of Entries. However, by submitting an Entry, each Entrant grants the Sponsor the unconditional and perpetual right, license and consent to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, test in market research, and exhibit the Entry in any media throughout the world in relation to the Competition, without limitation, and without additional review, compensation, or approval from the Entrant or any other party. Also, by submitting an Entry the Entrant agrees that Sponsor shall have the right, but not the obligation, to use the Entrant's name, likeness, biography, voice and other information about the Entrant in connection with the Entry. By submitting an Entry, the relevant Entrant further agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor, or any other person, on the grounds that the Sponsor's use of the Entrant's Entry as set forth in these Full Official Rules infringes any of Entrant's rights, including, without limitation, copyrights, patent rights, trademark rights, rights of publicity or moral rights (*droit moral*). Also, by submitting an Entry the relevant Entrant further acknowledges that the Sponsor is in no way obligated to protect any intellectual property rights which may exist in the Entry or to publish or use the Entry in any way and that it is the Entrant's sole responsibility to secure any intellectual property rights which may exist in the Entry, whether before or after it is submitted. Nothing herein shall constitute an employment, joint venture, or partnership relationship between Entrants and the Sponsor. In no way are Entrants to be construed as the agents or to be acting as the agents of the Sponsor.
- 13. SPONSOR'S RIGHTS TO NEGOTIATE FOR OWNERSHIP OR LICENSE TO USE ENTRY DESIGNS:** By submitting an Entry, the relevant Entrant grants to Sponsor (a) a right of first refusal to acquire ownership of the design in Entrant's Entry and/or a license to make, have

made, import and sell products embodying the design in the relevant Entry, or (b) at Sponsor's sole option, the right to negotiate in good faith for such ownership or license, to which the relevant Entrant will respond in good faith.

**14. DISCLOSURE OF ENTRY:** Each Entrant submits his/her Entry at the relevant Entrant's own risk. By submitting an Entry, the relevant Entrant's ideas, methods and materials may be made available to the public. It is solely an Entrant's responsibility to secure any intellectual property rights which may exist in the relevant Entry, whether before or after it is submitted. By submitting an Entry, the relevant Entrant further acknowledge and agree that the Sponsor and its designees, or other Entrants, may have created on their own, or may independently create in the future, a design that may be similar or identical to the relevant Entrant's Entry. By submitting an Entry, each Entrant thereby waive any and all claims he/she may have, and/or may have in the future, based on the fact that any other Entries accepted, reviewed and/or displayed and distributed by the Sponsor and its designees, or submitted by other Entrants, may be similar to the relevant Entrant's Entry. If an Entrant has any concerns that the Entrant's intellectual property rights may be disclosed to the public or otherwise compromised, the Entrant should seek further guidance before entering the Competition. It is each Entrant's responsibility to determine whether his/her university or employer may have any ownership rights in and to the relevant Entry prior to Entrant's submission of the Entry.

**15. RELEASES, DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

(a) By submitting an Entry in the Competition, each Entrant agrees to be bound by these Full Official Rules., All decisions of Sponsor and its Judges are final and binding; and Entrants agree to waive any right to claim ambiguity in the Competition or these Official Rules, except where prohibited by law.

(b) By submitting an Entry in the Competition, each Entrant further agrees to and thereby does release and hold harmless the Sponsor, its attorneys and affiliates, together with the respective directors, employees, officers, licensees, licensors and agents of each, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Competition, (collectively, the Releasees) from and against any and all claims, causes of action, liabilities, losses or damages ("Liabilities") arising from or in connection with Entrant's participation in the Competition or receipt or use of any prize, including, but not limited to liabilities attributable to: (a) unauthorized human intervention in the Competition; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Competition or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Competition or receipt of any award prize; (g) the awarding, receipt and/or use or misuse of an award or prize or participation in any award or prize related activities, or (h) losses, damages, actions, and expenses (including attorney fees) for infringement of any third party intellectual property rights in connection with the relevant Entrant's Entry.

(c) Sponsor reserves the right to cancel the Competition for any reason, at its sole discretion, except as may be prohibited by law, including, without limitation, in circumstances in which a virus, bug, computer problem, unauthorized intervention, Act of God, terrorism, or other causes beyond Sponsor's control, corrupt the administration, security or proper conduct of the Competition.. This Competition is void everywhere such contests are prohibited or restricted by law in a manner inconsistent with these rules, and it is otherwise subject to applicable federal, state provincial and local laws.

(d) Sponsor reserves the right to disqualify any Entrant that Sponsor finds to be tampering with the Entry process or the operation of the Competition or violating these Full Official Rules.

(e) By entering this Competition, each Entrant further releases all Releasees of all Liabilities for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, or communications; (ii) broadband, cable, telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any printing, typographical, administrative or technological errors in any materials associated with the Competition.

(f) Sponsor reserves the right, in Sponsor's sole discretion, to cancel, modify or suspend the Competition should a virus, bug, computer problem, unauthorized intervention, Act of God, terrorism, or other causes beyond Sponsor's control, corrupt the administration, security or proper conduct of the Competition.

**16. PRIVACY:** All personal information collected by the Sponsor will be used solely for the administration and promotion of the Competition. Entry in the Competition constitutes authorization to transfer personal data to and within the United States for purposes of administration of the Competition. By Entry, each Entrant specifically opts in to receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy. Sponsor complies with Federal CAN-SPAM guidelines and Entrants and potential Entrants may subsequently opt-out of receiving further emails from Sponsor. By opting out, however, Entrants and potential Entrants accept that they may fail to receive information relevant to their Entries or potential Entries and Sponsor is not obligated to transmit such information by other means to Entrants or potential Entrants who have opted out of receiving e-mails from Sponsor. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located at [www.worldkitchen.com](http://www.worldkitchen.com), for important information regarding the collection, use and disclosure of personal information by Sponsor. Entrants are hereby given the right to access, withdraw, and correct their personal data collected in the course of the Competition. An Entrant may request such action by sending an e-mail to [new-ideas@worldkitchen.com](mailto:new-ideas@worldkitchen.com). Sponsor may release information concerning an Entry (including content, registration information, and network records) when Sponsor believes release is appropriate to comply with the law; to protect the rights or property of Sponsor, Judges or other Entrants, or to protect Sponsor, the Judges or other Entrants from a fraudulent, abusive, or unlawful Entry; or if Sponsor reasonably believes that

an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records.

- 17 JUDGING:** After the close of the Entry Period, a panel of Judges selected by the Sponsor will select Potential Winners according to the Judging Criteria set forth below. The decisions of the Judges are final. The odds of being selected as a Winner depend entirely on the quality of each Entry pursuant to the Judging Criteria, relative to the quality of all Entries and the number of eligible Entries received, and does not involve chance.
- 18 JUDGING CRITERIA:** All Entries will be judged according to the following equally-weighted Judging Criteria:
  - (a) Opportunity identification and research
  - (b) Innovation
  - (c) User experience
  - (d) Appropriate aesthetics
  - (e) Manufacturability
- 19 VERIFICATION:** Sponsor reserves the right to independently verify the originality and ownership of the Entry, and to validate that the Entry does not violate the proprietary rights of any third party.
- 20 POTENTIAL WINNER NOTIFICATION AND REQUIREMENTS:** The Potential Winner(s) will be notified by mail and/or telephone within eight weeks after the entry deadline and asked to respond acknowledging the notification. Except where prohibited by law, a Potential Winner may be required to complete and return an affidavit of eligibility and a release form (the "Affidavit/Release") within the seven (7) day period for response to notification of selection as a Potential Winner. If a Potential Winner cannot be contacted, does not respond within seven (7) days, or the notification of selection as a Potential Winner is returned as undeliverable, or if a Potential Winner fails to sign and return a legally permitted Affidavit/Release within the required time period, such Potential Winner forfeits all rights to any award and prize, and an alternate Potential Winner will be selected in his/her place according to the Judging Criteria and the notification process will be repeated until a Potential Winner has met the requirements of this paragraph and is thereupon declared the actual Winner.
- 21. THE AWARD PRIZE:** World Kitchen will award one (1) check in the amount of \$5,000 to each of 3 Winners (or winning teams) in recognition of design excellences. If a Winner is a student, the faculty advisor on the project will receive \$1,000. In addition, one representative for each Winning Design will be invited to attend an award ceremony in their honor at the International Home + Housewares show in Chicago, Illinois, between March 14 and March 16, 2010.
  - (a) The sponsor will cover round trip travel costs, for one, for the Winner to attend the award ceremony, if the Winner chooses to do so, between the Winner's place of residence and Chicago, Illinois for economy class airfare and a hotel stay of two nights and one day, plus a per diem of \$50.00 for each of two days, and round trip ground transportation between the airport and the hotel and between the hotel and the International Home +

Housewares Show. No alternate award prize will be awarded in place of the travel costs should a Winner opt not to attend the International Home + Housewares Show.

(b) Additional transportation, meals, and all in-room or other personal charges (e.g., mini-bar, movies), telephone calls, gratuities, incidentals, and any other expenses and award prize details not specified above will not be included. Award prizes are not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right alter award prizes if required by availability or local laws. The winner is responsible for any and all other costs and taxes associated with the receipt of an award prize. The total approximate retail value of each award prize is \$6,000. The total approximate retail value of all award prizes to be awarded in the Competition is \$21,000, including faculty advisor award prizes if applicable..

## **22. OTHER RESULTS:**

(a) The Winner(s) will be (a) identified on the World Kitchen Web site, and (b) announced to the press, honored at ceremonies and featured in an exhibit at the International Home + Housewares Show running March 14-16 , 2010.

(b) The Judges may choose to give Honorable Mentions to Entries that they deem merit recognition of design achievement.

## **23 GENERAL CONDITIONS:**

(a) In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (i) suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; or (ii) award the award prize according to the Judging Criteria from among the eligible entries received up to the time of the impairment.

(b) The Sponsor reserves the right in its sole discretion to prohibit a potential Entrant from Entry in the Competition or to disqualify or prohibit an Entrant from winning an award or prize if the Sponsor, in its sole discretion, finds the potential Entrant or Entrant attempting to provide false registration information or tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner, or attempting to undermine the legitimate operation of the Competition in any way, including, without limitation, by cheating, hacking, deception or any other unfair practices, or acting to annoy, abuse, threaten or harass any other Entrant or Sponsor's representatives. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

(c) The Sponsor's decision not to enforce any term of these Official Rules shall not constitute a waiver of that term.

(d) In the event of a dispute as to the identity of the entrant of any online entry, the authorized account holder of the e-mail address used to submit the entry will be deemed to be the Entrant. The “authorized account holder” is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

24. **PROHIBITED ENTRY CONTENT:** By submitting an Entry in the Competition, each Entrant represents and warrants that his/her Entry, including but not limited to, any uploads, text, links, communications, software, images, sounds, data, or other information, will not contain any content that:
- a. Is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
  - b. Constitutes advertising or promotion, or any other form of unauthorized solicitation;
  - c. Contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
  - d. Provides any non-public information about Sponsor or any other company or person without the proper authorization to do so;
  - e. Attacks or insults another Entry or Entrant; or
  - f. Suggests or encourages illegal activity.
25. **DISPUTES:** Except where prohibited, each Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Competition or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Illinois or the state courts sitting in Cook County, Illinois. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants’ rights and obligations, or the rights and obligations of the Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.
26. **SEVERABILITY:** If any term of these Official Rules shall be found to be void or contrary to law, such term shall be deemed to be severable from the other terms and provisions herein, and the remainder of these Official Rules shall remain in effect.
27. **WINNERS LIST:** The Winners list will be posted at the [www.whatsbubbling.net](http://www.whatsbubbling.net) website as of March 30, 2010, or may be obtained by writing to World Kitchen, LLC, 5500 N.

Pearl, Suite 400, Rosemont, IL 60018, Attention: Redefining Dining Contest, requesting a copy and providing a stamped, self addressed return envelop.

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