



Competition Rules, Terms & Conditions

Latest Revision:
December 8, 2023 — Version 7.0

Version History

The asterisk (*) symbol has been added to sections of the document where a change has been logged in the revision history.

| Version | Date | PDF Name | Notes |
|---------|---------------|---|--|
| 1.0 | May 24, 2023 | i99_DesignRequirements_v4 | Official launch of the Rules, Terms & Conditions document. |
| 2.0 | June 16, 2023 | Initiative 99_Rules Terms and Conditions_v2 | <p>The cost estimate target of \$220/sf noted in Section 2.3 is revised to \$250/sf.</p> <p>The reference to Printability Constraints under Section 3.10 "Printability/Constructability" has been revised to refer to Section 2.2, not Section B.</p> |
| 3.0 | July 24, 2023 | Initiative 99_Rules Terms and Conditions_v3 | <p>The 3D model file type requirements were added in Section 3.1.3.</p> <p>The following phrase was removed from Section 3.1.3:</p> <ul style="list-style-type: none"> • <i>The format of accepted 3D models are listed in the Terms & Conditions.</i> <p>The following stipulations were removed from Section 1.4:</p> <ul style="list-style-type: none"> • <i>A Professional Entrant may not submit an entry as an individual and as part of a team.</i> • <i>A Student Entrant may not submit an entry as an individual and as part of a team.</i> |
| 4.0 | July 31, 2023 | Initiative 99_Rules Terms and Conditions_v4 | <p>The maximum printed wall height has been upgraded to 12'-0". This upgrade has been reflected in Section 2.2.</p> <p>The title of Section 4.13 has been corrected.</p> <p>The body of Section 4.9 has been corrected.</p> |

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| 5.0 | September 7, 2023 | Initiative 99_Rules Terms and Conditivons_v5 | <p>Section 2.1 (Program & Design Guidelines) has been updated to include additional information on site, typology and complementary construction technologies. Please see additions marked by an asterisk.</p> <p>Section 2.4 (Sustainability Assumptions & Requirements) has been updated with additional information on recommended approaches to sustainability and sustainable design.</p> <ul style="list-style-type: none"> • <i>"Assume the homes will be built near Austin, Texas, in the United States." as this is further clarified in Section 2.1</i> • <i>"The home must be at least 45% more efficient than the Energy Star v3.2 standard"</i> <p>Section 2.4 (Sustainability Assumptions & Requirements) has been updated with additional information on approach to sustainability. Please see additions marked by an asterisk.</p> <p>Section 3.10 (Scoring Criteria) was updated to remove mention of "resiliency" from the "Scalability" Scoring Criteria.</p> |
| 6.0 | December 3, 2023 | Initiative 99_Rules Terms and Conditivons_v6 | <p>Section 3.3 has been updated to remove mention of anonymity requirement in material submissions.</p> <p>Section 3.4 has been revised to correct refer to Section 3, instead of Section 6.</p> <p>Section 1.5 updated to reflect extended deadline of December 11, 2023.</p> |
| 7.0 | December 8, 2023 | Initiative 99_Rules Terms and Conditivons_v7 | <p>Section 1.5 updated to reflect extended deadline of December 18, 2023.</p> |

Part 1 – Introduction

1.1—Introduction

Thank you for joining our mission to reshape and revolutionize the course of affordable housing through 3D-printing by participating in one of the most pioneering architectural competitions to date—Initiative 99. Initiative 99 aims to generate beautiful, dignified affordable housing prototypes that will meet the needs of those who need it most. The vision of a home with construction costs under \$99K (USD) has inspired and motivated city planners, developers, officials, and others for decades. And yet, barriers subsist for realizing affordable, scalable housing prototypes. Initiative 99 challenges us not only to design these prototypes, but to ensure that these designs are accessible, beautiful, and dignified places people will be proud to call home. Our design competition aims to reinvigorate the discussion and the future of affordable housing by leveraging the efficiencies only enabled and achievable through 3D-printing. It's time to build.

1.2—Background

ICON is an Austin-based construction technology start-up with a mission to end the global housing crisis. We aim to revolutionize home construction through 3D-printing technology, offering a realistic pathway to affordable housing and exciting architectural possibilities. Our belief is that architecture, design, robotics, and sustainability can be harnessed to serve humanity and address the global housing crisis.

1.3—Competition Package

By registering for the Initiative 99 Competition (the “**Competition**”) sponsored by ICON Technology, Inc. (“**ICON**” or “**Sponsor**”), you confirm that you have read, understood, and fully agree to these terms and conditions (the “**Terms and Conditions**”), the competition design criteria (see [Part 2](#) below), and the other documents, guidelines, and standards that together with the Terms and Conditions govern this Competition (the “**Competition Package**”). ICON may from time to time provide Frequently Asked Questions and responses (“**FAQs**”) found on the I99 website www.initiative99.com to help provide general information or clarifications, but the FAQs are not part of the Competition Package and are not binding on ICON, Judges, or the Entrants. ICON reserves the right to modify any portion of the Competition Package at any time to comply with applicable law, to resolve any ambiguity as reasonably identified by ICON, or due to circumstances beyond ICON's reasonable control. Entrant team leaders will be notified by email regarding any changes.

1.4—Eligibility

This Competition is open to residents of any country other than the Excluded Countries (defined below) who are at least 18 years of age or older as of the date of registration (or such higher age as may be required to enter into legally binding contracts in the Entrant's country) and who satisfy the category requirements applicable to them stated below. ICON employees, their immediate family members (parents, children, siblings or spouse, and persons living in same household, whether related or not), or ICON board members, the individuals judging the Competition (the “**Judges**”), or any other persons or entities directly associated with this Competition, are not eligible to participate. For purposes of this Competition, “**Excluded Countries**” include: the Province of Quebec, Canada; Cuba; Iran; North Korea; Russia; Syria; the People's Republic of China; the following regions of Ukraine: Crimea, Donetsk and Luhansk;

specific parties in other countries that are subject to sanctions as designated by the US Office of Foreign Assets Control; or any country in which this Competition as such is prohibited or restricted by law. The Competition has 2 entry categories. Each category and its requirements are described below:

(A) Open Category — The entry requirements for the Open Category are:

- An individual (architect, artist, design professional, engineer, etc), group of individuals, or professional firm may enter this category ("**Professional Entrant**").
- Any Professional Entrant that is an architectural firm must have all their team members be employed with said firm or engaged as an independent contractor at least 90 days prior to the beginning of the Registration Period.
- Any Professional Entrant who is an individual who is part of a firm but participating as an individual without affiliation to their firm must fulfill entry requirements during non-working times and use software or other equipment that does not belong to the firm, unless the Professional Entrant has written permission from their firm to do so. Professional Entrants who are part of a firm but participating as an individual and reside in any jurisdiction where an individual must obtain written permission from their firm in order to participate in a competition like the Competition, must obtain and provide such consent to enter the Competition.

(B) The Student Category — The entry requirements for the Student Category are:

- All student entrants must be enrolled in an academic program of at least an undergraduate level ("**Student Entrant**").
- A Student Entrant may be an individual, a group of students from the same university, or a group of students from a mix of universities.
- Each Student Entrant member can only enter the Competition once and cannot be part of more than one team.

Professional Entrants and Student Entrants are referred to together as "**Entrants**" in these Terms and Conditions. Each Entrant must choose one category in which to enter and may not enter as both a Professional Entrant and a Student Entrant.

Each team must appoint a team leader who will be the single point of contact with ICON. The team leader will be responsible for disseminating any information provided by ICON to the other member of the team.

1.5—Registration Period

Both registration and submission for the Competition open Summer 2023 and end at **11:59 PM Central Standard Time on December 18, 2023** (the "**Registration & Submission Period**").

1.6—How To Submit

Go to www.initiative99.com ("**Website**") prior to the end of the Registration & Submission Period and provide the required information in the form provided ("**Registration Form**") and electronically sign or accept the required documentation. The team leader should do this once for each team.

1.7—Competitive Communications

ICON, or its representative, will review each submitted entry before the registration is approved and entries are judged. ICON will exclusively correspond with Entrants using the contact email address designated by Entrants in the Registration Form. If not approved, Entrants will be informed as to the reason for non-approval and, if practicable in ICON's sole discretion, be given an opportunity to correct the reason for non-approval.

1.8—Fees

There are no fees to enter the Competition.

Part 2 – Competition

Design Criteria

2.1—Program & Design Guidelines

We are asking participants to design at least one affordable home that could be built for \$99,000 (USD) or less; a price point inclusive of 3D-printing and finish-out costs. Our ask is that one or more 3D-printed homes (located on the same print bed) are individually considered with print costs, additional construction costs, and finish-out costs cumulatively costing \$99,000 or less. More on cost estimating appears below. We ask that the home(s) provide living, sleeping, cooking and personal hygiene amenities.

We recommend that designs consider a target group or audience, e.g., individuals, couples, small families, formerly homeless, people in recovery, certain age groups, etc. to rationalize and give meaning to the submission's design narrative. If the designed spaces can provide flexibility to accommodate for various groups, this may be demonstrated and explained in the submission materials.

Some must-haves for the home(s):

- Minimum 1-bed/1-bath within flexible square footage.
- Must consider a target group - i.e., formerly homeless, people in recovery, certain age groups, etc.
- Must meet IBC Residential code requirements.
- Project must be designed in imperial feet & inches.

Some should-haves for the home(s):

- Entries are encouraged to show multiple homes on one print bed (details of print bed dimensions are provided below).
- The layout of the homes onto the print bed should be thought through carefully. They could demonstrate private/public moments, how the homes can be built together or separately, create courtyards or private backyards. Any direction is welcome.
- When designing multiple homes onto a print bed, sharing demising walls between homes increases print efficiency and decreases overall print time and cost. This is not a requirement, but something to consider.

* We encourage participants to select a site of their choosing—anywhere globally—that contributes to and speaks to a design narrative appropriate for affordable housing. Selected winners are anticipated be printed in the Austin, TX area.

* Participants are welcome to choose whether their design solutions address a single or multi family home. ICON welcomes any approach.

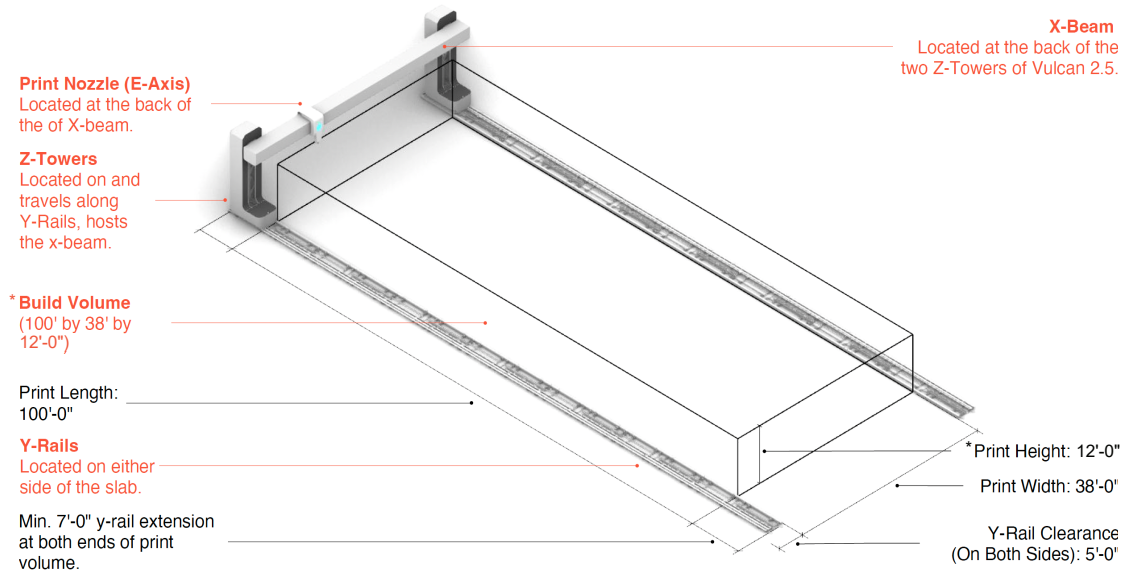
Designs may choose to consider what construction at scale might mean. For example, how would a 12-home development be designed? Or a 20-home development?

* We ask that designs be printed and optimized for construction using ICON technology, and that they comply with constraints outlined in "Section 2.2 - Printability Constraints" of the Rules, Terms, & Conditions. Complementary building and construction technologies may be explored and incorporated into designs if there is a valid reason to do so.

2.2—Printability Constraints

All structures must be designed to be printed using ICON technology. ICON's print system utilizes the Vulcan, a gantry-style 3D-printer. Vulcan is made up of two z-towers which sit on rails and travel in the y direction. The towers are connected by an x-beam, which moves vertically along the towers. The x-beam has an e-axis, which travels in the x direction. As it travels, Vulcan extrudes a cementitious material called Lavacrete to create structures by stacking layers on top of each other. Visit our [YouTube channel](#) to see Vulcan in action.

We ask that submissions meet the Printability Constraints listed below.



- Print volume for structures adheres to a bed size is 38' width x 100' length x 12' height.
- We recommend but do not require that designs be 1-story.
- * Walls must be at least 8' tall and no taller than 12'-0".
- * Roof structures may be above the 12'-0" height.
- Standard ICON 3D-printed walls maintain the following characteristics, and submissions should follow the following criteria relative to ICON's 3D-printed wall systems:
 - 12" total width for "exterior" walls.
 - 8" total width for "interior" walls.
 - Maximum overhang angles are approximately 45 degrees.

2.3—Cost Estimating

Entrants must in good faith estimate that the print costs, additional construction costs, and finish-out costs (including mechanical, electrical, and plumbing systems) of their design will cumulatively cost \$99,000 (USD) or less (not including the cost of land, labor, furnishings, utility connections, or permits). For the purposes of this submission, designers may elect to assume a *\$250/sf price point as a reference point for cost estimating; which is inclusive of print, construction, finish-out, and equipment.

2.4—Sustainability Assumptions & Requirements

Social, economic, and environmental sustainability are often regarded as the “three pillars” of sustainable design. Contestants are strongly encouraged to illustrate the architectural implications of each pillar in their design submissions.

* **Social Sustainability:** Contestants are encouraged to consider the accessibility of designs, how designs promote health and well-being, how designs function to engage local communities, and how designs respect cultural sensitivity in order to improve quality of life and community connection.

* **Economic Sustainability:** Contestants are encouraged to analyze life-cycle costs for designs, to demonstrate how designs can achieve returns on investment through sustainable strategies, to prioritize strategies that maximize building durability and adaptability, and to demonstrate how designs are most suitable for long-term economic viability.

* **Environmental Sustainability:** Entrants are encouraged to submit designs that minimize energy consumption, use sustainable materials, reduce waste, and integrate renewable energy sources to lessen their environmental impact. Additional considerations for this category are listed below:

- We encourage you to think creatively about how the 3D-printed elements of the house can respond to climate (e.g., utilizing window protection, incorporating solar panel readiness, and biophilia).
- We encourage you to consider passive features (e.g., operable windows, window protection, overhangs, louvers, and ceiling fans) within the design.
- The home should be low maintenance, durable, and resilient to local weather, shocks, and stressors.
- The design should take into account indoor air quality and employ non-toxic materials.
- The design should incorporate concepts of regeneration, in which the home allows the occupants to use the resources they require and then regenerate those resources (e.g., solar panel ready or rainwater collection system).
- The design should take energy efficiency, accessibility, security, and visitability into account. Energy security is the ability to provide homeowners, low, consistent, and predictable utility bills over the entire year.

Part 3 — Deliverables

3.1—Entry Deliverables

3.1.1 — 1-minute video in either .mp4 or .mov video format.

Format is required to be 16:9 aspect ratio, preferably 1920 x1080 resolution. The video should provide:

- An explanation of the design concept and narrative
- An explanation of the team's decision making
- Explanation of program, spatial qualities and details
- A description of **"Why I entered"** or a Prompt of Share, where the team describes motivations for entering the competition, goals and intentions of the design, and a description of the significance of affordable housing within the context of the respective design narrative.

3.1.2 — Project Description:

The Project Description should provide a Design Narrative describing the team's decision making as well as the salient elements of the design. The Project Description may be no more than 3,000 characters, The format for the document is required as 8.5" by 11", portrait orientation. We ask that design narratives be submitted in PDF format only.

3.1.3 — Slide Presentation

Presentations may be no more than six (6) slides. Each slide format is required to be 16:9 aspect ratio, at 1920x1080 resolution. Presentations must be uploaded in PDF format. Suggested content includes, but should not be limited to:

- Floor plans of home designs
- Diagrams demonstrating printability of designs using ICON technology.
- Possible community-scale layouts or approaches utilizing multiple print beds, as applicable.
- Interior and exterior renderings of homes.
- Details of the designs.

3.1.4 — 3D Model

Each team must submit a digital 3D model used to create assets for the submission. The 3D model will not be used for judging but will be kept as record and proof of design. 3D models must be uploaded in Rhino (.3dm), Revit (.rvt), CAD (.dwg) or SketchUp (.skp) formats.

3.2—Document Formats & File Naming

Text based documents must be submitted as .pdfs, without password or other protections that could interfere with opening and reviewing the document. File names for each asset should adhere to the following naming convention: "<TeamName_Asset.ext>". This file naming convention should apply for the video, project description, slide presentation, and 3D model. For example, file names "which adhere to the file naming convention are as follows: "Team1_Video.mp4", "Team1_DesignDescription.pdf", "Team1_Presentation.pdf" or "Team1_3D Model.rvt".

3.3—Competition Materials

All materials Entrants submit for the Competition must comply in all respects with the guidelines and standards stated in the Competition Package and with the laws in the country, state, province, or other jurisdiction in which the Entrants reside. ICON reserves the right to request clarifications on materials submitted at any stage of the Competition. Any additional material not required by the Competition Package, except when specifically requested by ICON, will not be considered. Materials submitted to the Competition will not be returned to Entrants.

In addition to any other guidelines and standards stated in the Competition Package, any materials Entrants submit to the Competition must comply in all respects with the following or the submission may be disqualified. The submitted materials:

- Must be the Entrant's own original work;
- Must not infringe or otherwise violate the rights of any person or entity, including but not limited to, privacy rights, rights of publicity, trademark rights, patent rights, copyrights, or other intellectual property rights (collectively, "**Proprietary Rights**");
- Any video must not contain material that is indecent, obscene, hateful, tortious, defamatory, or libelous;
- Must not communicate messages or images inconsistent with the positive images and goodwill to which ICON wishes to associate;
- Must not communicate messages or images that promote:
 - Violence
 - Bigotry, racism, hatred, or harm against any group or individual
 - Discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age
 - Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where such materials were created.

3.4—Entrant Warranties & Representations

By submitting any materials, Entrants represent and warrant that the materials (a) have not been previously published or entered into any other competition or used for other coursework or customers and (b) comply with the restrictions and conditions set out in Section 3 above.

3.5—Official Language

English, as spoken in the United States of America ("**US**"), is the Competition's official language. All submissions and correspondence must be in US English. Entrants consent to the use of US English and waive any right to translation in their native language.

3.6—Official Currency

Any reference to financial amounts refers to US Dollars ("**USD**"). Any financial data must be provided in USD. If any financial data was converted from a currency other than USD, a USD equivalent and currency conversion rate must be provided.

3.7—Conflict of Interest

Entrants must declare any actual, perceived, or potential conflict of interest concerning ICON or the Judges. ICON reserves the right to reject registrations from applicants where a conflict of interest is viewed as affecting the Competition. ICON also reserves the right to reject Entrants if ICON later discovers a conflict of interest. Entrants have a continuing obligation to notify ICON if circumstances relating to a conflict-of-interest change during the Competition.

3.8—Jury & Judges

A jury of Judges will review and score each entry (the “**Jury**”). Judges are specialists in the fields of architecture, affordable housing, policy and construction (the “**Judges**”). Information on Judges can be found on the [Initiative 99 website](http://www.iconbuild.com/initiative-99) (www.iconbuild.com/initiative-99). A majority of the Judges will be independent from ICON. Entrants are not permitted to reach out to members of the Jury, ICON employees, or anyone associated with the Competition. Any questions about the Competition must be directed to initiative99@iconbuild.com. Questions submitted in any other way will not be read and no reply will be provided.

3.9—Determination of Winners

For each of the Open and Student Categories, there will be one 1st, 2nd, and 3rd place winners. There will also be 5 honorable mentions in each category. The Judges will score each entry based on the scoring criteria set forth below. In the event of a tie, the Judges will re-evaluate each entry using the scoring criteria and collectively determine the final scores for the tied entries. The opinion of the Judges is final and cannot be contested.

3.10—Scoring Criteria

Each entry will be evaluated and judged based on the scoring criteria listed below. Each criteria has points associated with it, the purpose of which is to create guidance and consistency for the Jury during the judging process. The final score of each entry will not be disclosed.

| CATEGORY | DESCRIPTION | TOTAL POSSIBLE POINTS |
|----------------------------|---|-----------------------|
| DESIGN INNOVATION | Submissions will be evaluated for their originality, functionality, technical ingenuity and innovative use of 3D-printing. We are interested in submissions which acknowledge current constraints of ICON’s technology, while nonetheless push and advance design opportunities made possible through large-scale 3D-printing. | 10 |
| DESIGN CONCEPT & NARRATIVE | Submissions will be evaluated for their conceptual and narrative significance. Submissions should express the underlying idea or concept behind the design and how well it responds to the brief, site context, user needs, and the overall design intent. The originality, clarity, coherence, and feasibility of the concept, as well as how well it addresses the project’s constraints, challenges, and opportunities will also be considered. We recommend that submissions consider a user, target group, or demographic for the purposes of the design, and portray how an understanding of user needs has been synthesized within the design concept and narrative. | 10 |

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| AESTHETICS | Submissions will be evaluated for their visual impact, architectural progressiveness, materiality, spatial qualities, contextual appropriateness, and creativity utilizing 3D-printing technology. Submissions will also be evaluated for the quality and strength of visual representation in all materials. We are especially interested in seeing new design features, interior and exterior elements, and detailed applications unique to 3D-printed construction which elevate architectural expression and experience. | 10 |
| PRINTABILITY / CONSTRUCTABILITY | Submissions will be evaluated for adherence and understanding of Printability Constraints as described within *Section 2.2 of the Competition Design Criteria. | 5 |
| ORDER OF MAGNITUDE COST ESTIMATE | Submissions will be evaluated for thoughtfulness and level of detail provided within a cost estimate for one or more home designs, as described within Section C. of the Competition Design Criteria. Teams are asked to demonstrate an understanding of the order of magnitude cost to construct individual homes. We encourage teams to represent cost information for individual designs within a 10-item estimate. Alternatively, designers may elect to assume a \$250/sf price point as a reference point for cost estimating; which is inclusive of print, construction, finish-out, and equipment. | 5 |
| SUSTAINABILITY | Submissions will be evaluated for an understanding of and implementation of sustainable design methods and strategies, described further within Section D. of the Competition Design Criteria. Submissions are encouraged to consider multiple aspects and approaches towards sustainable architecture and construction methods within designs, both at the scale of the individual home (materials usage, energy calculations, etc) as well as how the home design(s) might scale within a larger community. | 5 |
| SCALABILITY | Submissions will be evaluated for efficient utilization of the ICON print bed, as well as the success of home designs in introducing flexibility, accessibility, as well as connectivity within a community-scale development. Submissions might consider representation of the home designs within the context of a community development or a neighborhood, to better demonstrate the success of the design's scalability as well as required features and aspects needed for successful and sustainable community development. | 5 |
| TOTAL POSSIBLE POINTS | | 50 |

Winners (including honorable mentions) will be notified within thirty (30) days after the conclusion of judging. Winners (including honorable mentions) will have an opportunity to participate in a future competition.

3.11—Prizes

The total prize purse for this Competition is \$320,000. This amount will be divided up between the Open and Student Categories as specified below.

The Open Category will be awarded \$200,000, with \$160,000 of that sum divided among the top 3 Entrants based on the scoring criteria as follows:

| | | |
|---|----------------------------------|----------------------------------|
| 1 st Place — \$75,000 | 2 nd Place — \$50,000 | 3 rd Place — \$35,000 |
| 5 Honorable Mentions will be awarded \$8,000 each | | |

The Students Category will be awarded \$120,000, with \$95,000 of that sum divided among the top 3 Entrants based on the scoring criteria as follows:

| | | |
|---|----------------------------------|----------------------------------|
| 1 st Place — \$50,000 | 2 nd Place — \$30,000 | 3 rd Place — \$15,000 |
| 5 Honorable Mentions will be awarded \$5,000 each | | |

In both categories, first, second, and third place winners, as well as all honorable mentions, will all be invited to participate in a future competition.

3.12—Taxes

All of the prize values are gross amounts including any taxes (federal, state, provincial, local, income, sales, value added, and other taxes) imposed on the acceptance and receipt of or in connection with the prize. The declaration and payment of such taxes are solely the responsibility of each prize winner. Winners will be required to submit their social security number or other tax identification number and other documents required for ICON to comply with applicable tax laws. ICON may be required to withhold a portion of the prize in compliance with applicable tax laws. If this is the case, the respective prize winner shall only receive the net amount after deduction of applicable withholding taxes.

3.13—General Rules of Participation

This Competition is subject to all applicable federal, state, local and provincial laws. The Competition is void where prohibited or restricted by law. All ICON decisions are final and binding in all respects. Entrants waive any right to claim ambiguity in these Terms and Conditions or in the Competition Package. ICON is not responsible for lost, late, misdirected, undeliverable, or incomplete materials submitted into the Competition or any communications regarding the Competition. Each Entrant must electronically sign or accept the License Agreement, and each winner agrees to promptly execute and return to ICON an Affidavit of Eligibility and Liability and Publicity Release, or other documents reasonably requested by ICON and permitted by applicable law.

ICON reserves the right to disqualify any Entrant that ICON determines violates these Terms and Conditions or the Competition Package.

3.14—No Liability; Release & Indemnification

By entering, Entrants hereby release, discharge, indemnify, and hold harmless ICON and its affiliated companies, advertising and promotion agencies, the Judges, and any other entities directly associated with this Competition, and each of their respective officers, directors, employees, representatives and agents (collectively, the “**Released Parties**”) from and against any claims made by Entrants, or by any third parties, related in any way to the operation of this Competition, as well as any other costs, expense, taxes, claims, damages, charges, fines or liability due to any damages or losses to any property of any kind, or any claims of violation of Proprietary Rights, rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Competition or in any Competition-related activity. Nothing in these Terms & Conditions or the Competition Package shall exclude or limit either Party’s liability for fraud (including fraudulent misrepresentation), death or personal injury caused by its negligence, or any other liability which cannot be excluded by applicable law.

3.15—Disputes

This competition is governed by, and will be construed in accordance with, the laws of the state of Texas, and the forum and venue for any dispute shall be in Austin, Texas. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to **(A)** recover punitive, exemplary, consequential, or incidental damages or have damages multiplied or otherwise increased, **(B)** attorneys’ fees or other related costs of bringing a claim, or **(C)** rescind this agreement or seek or obtain injunctive or any other equitable relief. Entrants agree that the rights and obligations of any entrant and/or Released Parties and/or any other party shall be resolved individually, without resort to any form of class action. Any demand or litigation must be filed within 1 year from the end of the registration period, or the cause of action shall be forever barred.

3.16—Rights to Competition Materials

Entrants shall retain ownership of all materials submitted to the Competition. Each individual must agree to irrevocably license the materials on a worldwide, non-exclusive basis to ICON, without approval rights or additional compensation, as further described in the License Agreement required from each Entrant.

3.17—Publicity Release

Each Entrant, and all team members if a team is an entrant, consents to the use of their name, likeness, school/firm name, and voice for purposes of publicizing the Competition, in promotions and advertising worldwide, without approval rights or additional compensation, except residents of Tennessee or where otherwise prohibited by law.

3.18—Privacy Notice

Personal information collected during the Competition may be used or disclosed by ICON and its affiliates as stated in these Terms and Conditions, for purposes of Competition administration, winner identification and qualification, and winner notification and prize award. Personal information collected from any individual whose team does not win (including honorable mentions), except to the extent required to ensure attribution as permitted by the License Agreement, will be deleted. Personal information will not be used by ICON or disclosed to any other person or entity to market any products or services to such individual.

3.19—Clarification & Modifications to the Rules

ICON will publish clarifications and modifications to the Rules, Terms & Conditions within a Frequently Asked Questions (**FAQ**) section of the Initiative 99 website (www.initiative99.com) to be updated regularly. Typical questions regarding ICON's wall system, construction system, as well as scoring criteria for the competition will be answered there.

3.20—Sponsor

Competition is sponsored by ICON Technology Inc., 220 E St Elmo Rd, Austin, TX 78745.

Part 4 — Initiative 99 License Agreement

This License Agreement ("**Agreement**") is between ICON Technology, Inc. ("**ICON**") and the individual or organization identified below as "**Licensor**" ("**Licensor**"). The Agreement is effective on the date (the "**Effective Date**") that Licensor electronically signs or accepts this Agreement. ICON and Licensor may individually be referred to as "**Party**" or together as "**Parties**" in this Agreement.

By entering into this Agreement, each Party agrees to the following terms and conditions and agrees to be legally bound by the terms, conditions, and rules of the Competition Package.

4.1—Scope of License

- A. This Agreement is being made in connection with Licensor's participation in ICON's Initiative 99 Competition ("**I99**") and covers all I99 material, documents, videos, drawing, schemes, works of authorship, information, concepts, inventions, and ideas submitted by Licensor to ICON in connection with I99 (the "**Licensed Materials**"). Licensor retains ownership of the Licensed Materials subject to the licenses granted under this Agreement.
- B. Licensor, on behalf of Licensor and, as applicable, its employees and contractors, hereby grants to ICON a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, and fully paid right and license ("**License**") to make, have made, use, reproduce, publish, publicly display, perform, combine, improve, modify, adapt, prepare derivative works, offer to sell, sell, or otherwise commercialize the Licensed Materials.
- C. ICON may grant sublicenses for the Licensed Materials to any person or entity, through multiple levels. The License includes the right to make the Licensed Materials available to the public for a period of time after the winners of I99 have been announced. The period of time during which the Licensed Materials will be made available to the public will be determined by Licensor in its sole and absolute discretion.
- D. Neither Party has any obligation to disclose, transfer, or license any modifications, improvements, or derivative works of any of the Licensed Materials made by such Party or its licensees or sublicensees.
- E. To the utmost extent permitted by applicable law, Licensor also hereby forever waives and agrees never to assert any Moral Rights (as defined below) Licensor may have in or with respect to any of the Licensed Materials. For purposes of this Agreement, "Moral Rights" mean any rights to object to or prevent the modification of any Licensed Materials, or to withdraw from circulation or control the publication or distribution of any Licensed Materials, or to require attribution, and any other similar rights, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "**moral right**."
- F. If Licensor's country, state, province, or locality of residence requires additional legal language or requirements to effectuate the full scope of this License, Licensor agrees to work with ICON to ensure that such language or requirements be incorporated into this Agreement and that such incorporation will be retroactively treated as if it were in place on the Effective Date.

- G. Upon ICON's request, Licensor will execute and deliver a manually signed version of this Agreement and any other documents reasonably required by ICON to perfect in ICON or assist ICON in enforcing the rights, title and other interests granted by Licensor in the Licensed Materials.

4.2—Royalties & Consideration

- A. ICON will not be required to pay any royalties, milestones, fees, or other monetary consideration to Licensor for the License or any use, sublicensing, or commercialization of the Licensed Materials.
- B. As consideration for the License, Licensor was an entrant in ICON's I99 competition in which Licensor was given the opportunity to win prizes. As a result of participating in I99, Licensor may have the opportunity for the Licensed Materials to be reproduced and built, thereby enhancing Licensor's reputation and goodwill. Licensor agrees that this is good, valuable, and fair consideration for the License.

4.3—Attribution

ICON will use reasonable efforts to provide attribution to each Licensor or Licensor team in connection with the Licensed Materials. For example, ICON may include the Licensor's or Licensor's team name in the file name in the repository where the Licensed Materials would be made available to the public for a period of time. By entering into this Agreement, you specifically and expressly consent to the use of Licensor's and Licensor's team's name for the purposes of providing attribution. ICON does not guarantee any minimum amount or form of attribution of that any third party will provide any attribution.

4.4—Representations & Warranties

- A. ICON will not be required to pay any royalties, milestones, fees, or other monetary consideration to Licensor for the License or any use, sublicensing, or commercialization of the Licensed Materials.
- B. As consideration for the License, Licensor was an entrant in ICON's I99 competition in which Licensor was given the opportunity to win prizes. As a result of participating in I99, Licensor may have the opportunity for the Licensed Materials to be reproduced and built, thereby enhancing Licensor's reputation and goodwill. Licensor agrees that this is good, valuable, and fair consideration for the License.

4.5—Damages / Recovery Exclusion

To the fullest extent permitted by law, Icon will not be liable to Licensor or any other person for any injury to or loss of goodwill, reputation, business production, revenues, profits, anticipated profits, contracts, or opportunities (regardless of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive, or enhanced damages, whether arising out of breach of contract, tort (including negligence), strict liability, product liability, or otherwise (including the entry into, performance, or breach of this agreement), regardless of whether such loss or damage was foreseeable and the party against whom liability is claimed has been advised of the possibility of such loss or damage, and notwithstanding the failure of any agreed remedy of its essential purpose.

4.6—Indemnification

- A. **Indemnification by Licensor.** Licensor shall indemnify, defend, and hold harmless ICON and any of its sublicenses that are granted a sublicense to the Licensed Materials by ICON, and each of their respective officers, directors, employees, agents, successors, and assigns (each, an "**Indemnitee**") against all damages, injunctions, fines, bonds, or other losses resulting from any third-party claim, suit, action, or proceeding (each an "**Action**") related to, arising out of, or resulting from Licensor's breach of any representation, warranty, covenant, or obligation under this Agreement.

B. Indemnification Procedure. An Indemnitee shall promptly notify the Licensor of any Action and cooperate with Licensor at Licensor's sole cost and expense. Licensor shall immediately take control of the defense and investigation of the Action and shall employ counsel reasonably acceptable to Indemnitee to handle and defend the same, at Licensor's sole cost and expense. Licensor shall not settle any Action in a manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which consent may not be unreasonably withheld or delayed. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

4.7—Independent Parties

The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party.

4.8—Entire Agreement

This Agreement is the sole and entire agreement of the Parties with respect to the License and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to the License.

4.9—Assignment

* Licensor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without ICON's consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

4.10—No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties, the Indemnitees, and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

4.11—Amendment; Modification; Waiver

This Agreement may only be amended, modified, or supplemented by a formal amendment, in writing, signed by each Party. No term or condition of this Agreement may be waived except in writing. If a Party waives a provision in the Agreement or fails to exercise any rights, remedy, or power, that will not be construed as a future waiver or waiver of such provision or right, remedy, or power.

4.12—Severability

If any term or condition of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or condition of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or condition is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the intent of the Parties contemplated hereby be consummated as originally contemplated to the greatest extent possible.

* 4.13—Governing Law; Submission to Jurisdiction

- A. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without regard to the conflict of laws provisions to the extent any such principles, rules, or other international laws would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
- B. Any legal suit, action, or proceeding arising out of or related to this Agreement, the License, and/or Licensed Materials must be instituted exclusively in the state or federal court located in Austin, Travis County, Texas. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process will be accepted if mailed to the address for each Party below.

4.14—Counterparts & Electric Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. An electronically signed Agreement has the same legal effect as an Agreement signed in person. Each Party hereby consents to the use of electronic signatures.